

INVITATION TO BID

FOR

**CONSTRUCTION IMPROVEMENTS FOR THE NORMANDY SHORES
GOLF COURSE CLUB HOUSE FACILITY**

ITB #09-08/09

BID OPENING: JANUARY 12, 2009 at 3 p.m.

Theo Carrasco, Ph.D., *Procurement Coordinator*
PROCUREMENT DIVISION
1700 Convention Center Drive, Miami Beach, FL 33139
www.miamibeachfl.gov

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MIAMIBEACH

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City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139,
www.miamibeachfl.gov

PROCUREMENT DIVISION
Tel: 305.673.7490, Fax: 786.394.4006

PUBLIC NOTICE

INVITATION TO BID (ITB) No. 09-08/09

**FOR CONSTRUCTION IMPROVEMENTS FOR THE CITY OF NORMANDY SHORES GOLF
COURSE CLUB HOUSE FACILITY
Miami Beach, Florida**

Sealed bids will be received by the City of Miami Beach Procurement Division, 3rd Floor, 1700 Convention Center Drive, Miami Beach, Florida 33139, **until 3:00 p.m. on the 12th day of January, 2009**, for Normandy Shores Golf Course Club House Facility.

Scope of Work

The Work specified in this bid package, and corresponding contract, comprises the construction necessary to build a replica of the 1941 August Geiger, one-story club house facility located at the Normandy Shores Golf Club. The project is comprised of a Replica Club house facility with an enclosed air conditioned building area of 6416 square feet, and an exterior covered terrace and entrance porch area of approximately 1685 square feet, exterior asphalt parking area, with drainage and access driveways with side walks, ramps and entry ways around the building, new landscaping and irrigation and new ADA parking, receiving area, and cart storage area, as per Plans and Specifications of this contract.

Estimated Construction Budget: \$2.9 Million. The City reserves the right to provide for additional funding should the construction estimate be exceeded.

Minimum Requirements: Bidder (Business Entity) must be licensed as a General Contractor in the state of Florida with a minimum of ten (10) years experience as a General Contractor.

Bid Guaranty: A Bid Guaranty of **5% is required with bid submission**, and the successful Bidder executing the Contract will be required to provide Performance and Payment Bonds in the amount of one hundred percent (**100%**) of the contract amount. Bidders will be required to submit a letter of intent, from an A rated Financial Class V surety company to bond the Project.

At the time, date, and place above, bids will be publicly opened. Any bids received after time and date specified will be returned to the bidder unopened. The responsibility for submitting a bid before the stated time and date is solely and strictly the responsibility of the bidder. The City is not responsible for delays caused by mail, courier service, including U.S. Mail, or any other occurrence.

A Pre-Bid Conference is scheduled for 2 p.m. on December 9, 2008, at the following address: City of Miami Beach, City Hall, 4th Floor, Mayor's Conference Room, 1700 Convention Center Drive, Miami Beach, Florida.

Attendance (in person or via telephone) to this Pre-Bid submission meeting is strongly encouraged and recommended as a source of but is not mandatory.

Bidders interested in participating in the Pre-Bid submission meeting via telephone must follow these steps:

(1) Dial the TELEPHONE NUMBER: 1-800-915-8704 (Toll-free North America)

(2) Enter the MEETING NUMBER: *2659980* (note that number is preceded and followed by the star (*) key).

Bidders who are interested in participating via telephone, please send an e-mail to theocarrasco@miamibeachfl.gov expressing your intent to participate via telephone.

Plans and Specifications for this project are available in digital format on CDs. Please call Theo Carrasco at 305.673.7000 ext. 6230, or e-mail theocarrasco@miamibeachfl.gov to secure a CD set of the Plans and Specifications. **The cost for these CDs is \$20.** Company checks and cash accepted, no credit cards please. The CDs can be picked up in the Procurement Division, 3rd Floor, City Hall.

The City of Miami Beach is using **BidSync**, a central bid notification system that provides bid notification services to interested vendors. BidSync allows vendors to register online and receive notification of bids, amendments and awards. Vendors with Internet access should review the registration options at the following website: www.bidsync.com

If you do not have Internet access, please call the BidSync's vendor support group at 801-765-9245.

The City of Miami Beach also utilizes **BidNet** for automatic notification of bid opportunities and document fulfillment. This system allows vendors to register online and receive notification of new bids, amendments and awards. Vendors with Internet access should review the registration options at the following website: www.govbids.com/scripts/southflorida/public/home1.asp. If you do not have Internet access, please call the **BidNet** support group at 800-677-1997 extension # 214.

Any questions or clarifications concerning this Invitation to Bid **shall be submitted in writing** by e-mail to theocarrasco@miamibeachfl.gov, mail to the Procurement Department, 1700 Convention Center Drive, Miami Beach, FL 33139, or via FAX: (786) 394-4624 no later than December 17, 2008. The Bid title/number shall be referenced on all correspondence. All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum. The City of Miami Beach reserves the right to accept any proposal or bid deemed to be in the best interest of the City of Miami Beach, or waive any informality in any proposal or bid. The City of Miami Beach may reject any and all proposals or bids.

The City of Miami Beach reserves the right to accept any proposal deemed to be in the best interest of the City of Miami Beach, or waive any informality in any proposal. The City of Miami Beach may also reject any and all proposals.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact 305-604-2489 (voice) or 305-673-7218 (TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

YOU ARE HEREBY ADVISED THAT THIS REQUEST FOR PROPOSAL IS SUBJECT TO THE FOLLOWING ORDINANCES/RESOLUTIONS, WHICH MAY BE FOUND ON THE City OF MIAMI BEACH WEBSITE:

<http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510>

- CONE OF SILENCE -- ORDINANCE NO. 2002-3378
- CAMPAIGN CONTRIBUTIONS BY VENDORS ORDINANCE NO. 2003-3389.
- CODE OF BUSINESS ETHICS -- RESOLUTION NO. 2000-23879.
- DEBARMENT PROCEEDINGS -- ORDINANCE NO. 2000-3234.
- PROTEST PROCEDURES -- ORDINANCE NO. 2002-3344.
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES -- ORDINANCE NO. 2002-3363
- REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS - ORDINANCE NO. 2005-3494

Sincerely,



Gus Lopez, CPPO
Procurement Director



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov
PROCUREMENT DIVISION
Tel: 305-673-7000 ext. 6230, Fax: 786.394.4624

ITB No. 09-08/09
CONSTRUCTION IMPROVEMENTS FOR THE CITY OF MIAMI BEACH NORMANDY
SHORES GOLF COURSE CLUB HOUSE FACILITY

<i>NOTICE TO PROSPECTIVE BIDDERS</i>

NO BID

If not submitting a bid at this time, please detach this sheet from the bid documents, complete the information requested, and return to the address listed above.

NO BID SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:

- ☐ Our company does not handle this type of product/service.
- ☐ We cannot complete the work within the time specified and within the budgeted amount.
- ☐ We cannot .
- ☐ Our company is simply not interested in bidding at this time.
- ☐ Not responding due to untimely payments on previous construction projects awarded.
- ☐ OTHER. (Please specify) _____

We do ☐ do not ☐ want to be retained on your mailing list for future bids for this type or product and/or service.

Signature: _____

Title: _____

Company: _____

Note: Failure to respond, either by submitting a bid or this completed form, may result in your company being removed from our vendors list.

0100. GENERAL INSTRUCTIONS TO BIDDERS:

1. General: The following instructions and those set forth in Section 00300 herein are given for the purpose of guiding Bidders in properly preparing their bids. Such instructions have equal force and weight with other portions of the Contract Documents and strict compliance is required with all the provisions contained in the instructions. Bidders shall note that various paragraphs within these bid documents have a [] box which may be checked. If the box is checked, the language is made a part of the bid documents and compliance therewith is required of the Bidder; if the box is not checked, the language is not made a part of the bid documents.
2. Scope of Work: The Work specified in this bid package, and corresponding contract, comprises the construction necessary to build a one-story club house facility located at the Normandy Shores Golf Club. The project is comprised of a Club house facility with an enclosed air conditioned building area of 6416 square feet, and an exterior covered terrace and entrance porch area of approximately 1685 square feet, exterior asphalt parking area, with drainage and access driveways with side walks, ramps and entry ways around the building, new landscaping and irrigation and new ADA parking, receiving area, and cart storage area.
3. Location of Work: The facility is located within the Normandy Shores Golf Course in the City of Miami Beach, Florida. Normandy Shores Golf Course boundaries consist of the area bounded by Biarritz Drive on west, Fairway Drive. On the north residential homes on the south side of the property and Fairway park and pavilion on the east.
4. Abbreviations and Symbols: The abbreviations used throughout the Contract Documents are defined hereinafter in the Technical Specifications. The symbols used in the Plans are defined therein.
5. ITB Timetable: The anticipated schedule for this ITB and contract approval is as follows:

ITB issued	November 26, 2008
Pre-Bid Conference	December 9, 2008 at 2 p.m.
Deadline for receipt of questions	December 17, 2008 at 5 p.m.
Deadline for receipt of Bids	January 12, 2009 at 3 p.m.
Evaluation process	January 2009
Recommendation to City Commission	February/March 2009
Contract Award	February/March 2009
Projected Project Initiation Start Date	March/April 2009
6. Bid Submission: An original and ten (10) copies of the complete Bid must be received by 3:00 p.m. on January 12, 2009. The original and all copies must be submitted to the Procurement Division in a sealed envelope or container stating on the outside, the Bidder's name, address, telephone number, ITB number, title, and due date.

00200. DEFINITIONS:

1. Definitions: Whenever the following terms or pronouns in place of them appear in the Project Manual, the intent and meaning shall be interpreted as follows:
 - 1.1. Attraction: Includes private businesses, public facilities and agencies, nonprofits and other tourism-oriented service facilities.
 - 1.2. Bidder: Any individual, firm, or corporation submitting a bid for this Project, acting directly or through a duly authorized representative.
 - 1.3. Change Order: A written document ordering a change in the Contract Price or Contract Time or a material change.
 - 1.4. City: The City (or Owner) shall mean the City of Miami Beach, a Florida municipal corporation, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida 33139, which is a party hereto and /or for which this Contract is to be performed. In all respects hereunder, City's performance is pursuant to City's position as the owner of a construction project. In the event City exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to City's regulatory authority as a governmental body and shall not be attributable in any manner to City as a party to this Contract.
 - 1.5. City Commission: City Commission shall mean the governing and legislative body of the City.
 - 1.6. City Manager: City Manager shall mean the Chief Administrative Officer of the City.
 - 1.7. Consultant: Architect or Engineer who has contracted with City or who is an employee of City, to provide professional services for this Project. The Consultant of Record for this project is Architektnics, Inc. 7450 Southwest 48th Street, Miami, Florida, 33155.

Whenever the term "Consultant" is used in these documents, it shall be construed to mean the Consultant, through the Capital Projects Coordinator. The Capital Projects Coordinator on this project will act as the City's representative.
 - 1.8. Contract: The part or section of the Contract Documents addressing some of the rights and duties of the parties hereto, including but not limited to contract time and liquidated damages.
 - 1.9. Contract Documents Clarification: **(Not Applicable)**
 - 1.10. Contract Administrator: The City's Contract Administrator shall mean the individual appointed by the City Manager who shall be the City's authorized representative to coordinate, direct, and review on behalf of the City, all

matters related to the Project. The City's Contract Administrator for the Project shall be the Capital Projects Coordinator.

- 1.11. Contract Documents: The Project Manual including drawings (plans) and specifications, the Notice for Bids, Addenda, if any, to the Project Manual, the Bid Tender Form, the record of the award by the City Commission, the Performance Bond and Payment Bond, the Notice of Award, the Notice(s) to Proceed, the Purchase Order, Change Orders, Field Orders, Supplemental Instructions, and any additional documents the submission of which is required by this Project Manual, are the documents which are collectively referred to as the Contract Documents.
- 1.12. Contract Price: The original amount established in the bid submittal and award by the City, as may be amended by Change Order.
- 1.13. Contract Time: The original time between commencement and completion, including any milestone dates thereof, established in Article 2 of the Contract, as may be amended by Change Order.
- 1.14. Contractor: The person, firm, or corporation with whom the City has contracted and who is responsible for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work. All references in the Contract Documents to third parties under contract or control of Contractor shall be deemed to be a reference to Contractor.
- 1.15. Field Order: A written order which orders minor changes in the Work but which does not involve a change in the Contract Price or Contract Time.
- 1.16. Final Completion: The date certified by Consultant in the Final Certificate of Payment upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by Consultant; any other documents required to be provided by Contractor have been received by Consultant; and to the best of Consultant's knowledge, information and belief the Work defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents.
- 1.17. General Public: A service shall be deemed available to the "General Public" if it is available to anyone, at any time, without any membership or other requirement limiting use by the public at large.
- 1.18. Inspector: An authorized representative of Consultant or City assigned to make necessary inspections of materials furnished by Contractor and of the work completed by Contractor.
- 1.19. Materials: Materials incorporated in this Project, or used or consumed in the performance of the Work.

- 1.20. Notice(s) to Proceed: Written notice to Contractor authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.
- 1.21. Plans and/or Drawings: The official graphic representations of this Project which are a part of the Project Manual.
- 1.22. Program Manager: Professional Firm(s) which acts as the City's representative. The Program Manager for this project is Hazen and Sawyer, 975 Arthur Godfrey Road, Suite 211, Miami Beach, Florida 33139.
- 1.23. Project: The construction project described in the Contract Documents, including the Work described therein.
- 1.24. Project Initiation Date: The date upon which the Contract Time commences.
- 1.25. Project Manual: The official documents setting forth bidding information and requirements; contract form, bonds, and certificates; General and Supplementary Conditions of the Contract Documents; the specifications; and the plans and drawings of the Project.
- 1.26. Resident Project Representative: An authorized representative of Consultant or Program Manager assigned to represent Consultant or Program Manager on the Project.
- 1.27. Seasonal Business: Any business which is not operated on a year-round basis.
- 1.28. Subcontractor: A person, firm or corporation having a direct contract with Contractor including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes Materials not so worked.
- 1.29. Substantial Completion: The date certified by Consultant when all conditions and requirements of permits and regulatory agencies have been satisfied and the Work is sufficiently complete in accordance with the Contract Documents so the Project is available for beneficial occupancy by City. A Certificate of Occupancy or Certificate of Completion must be issued for Substantial Completion to be achieved, however, the issuance of a Certificate of Occupancy or Certificate of Completion or the date thereof are not to be determinative of the achievement or date of Substantial Completion.
- 1.30. Surety: The surety company or individual which is bound by the performance bond and payment bond with and for Contractor who is primarily liable, and which surety company or individual is responsible for Contractor's satisfactory performance of the work under the contract and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.
- 1.31. Work: The construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

00300. INSTRUCTIONS TO BIDDERS:

1. Examination of Contract Documents and Site: It is the responsibility of each Bidder before submitting a Bid, to:
 - 1.1. Examine the Contract Documents thoroughly,
 - 1.2. Visit the site or structure to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work,
 - 1.3. Take into account federal, state and local (City and Miami-Dade County) laws, regulations, ordinances that may affect costs, progress, performance, furnishing of the Work, or award,
 - 1.4. Study and carefully correlate Bidder's observations with the Contract Documents, and
 - 1.5. Carefully review the Contract Documents and notify Consultant of all conflicts, errors or discrepancies in the Contract Documents of which Bidder knows or reasonably should have known.

The submission of a Bid shall constitute an incontrovertible representation by Bidder that Bidder has complied with the above requirements and that without exception, the Bid is premised upon performing and furnishing the Work required by the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

2. Pre-Bid Interpretations: Only questions answered by written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. All questions about the meaning or intent of the Contract Documents are to be directed to the City's Procurement Director in writing. Interpretations or clarifications considered necessary by the City's Procurement Director in response to such questions will be issued by City by means of Addenda mailed or delivered to all parties recorded by the City's Procurement Director as having received the Bidding Documents. Written questions should be received no less than ten (10) calendar days prior to the date of the opening of Bids. There shall be no obligation on the part of City or the City's Procurement Director to respond to questions received less than ten (10) calendar days prior to bid opening.
3. Submitting Bids: All bids must be received in the Procurement Division, City of Miami Beach, 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139, until 3:00 p.m. on the 12th day of January, 2009, enclosed in a sealed envelope, legibly marked on the outside:

**INVITATION TO BID (ITB)
FOR CONSTRUCTION IMPROVEMENTS FOR THE NORMANDY SHORES GOLF
COURSE – CLUB HOUSE FACILITY
BID/CONTRACT NO: 09-08/09**

4. Printed Form of Bid: All bids must be made upon the blank Bid/Tender Form included herein and must give the price in strict accordance with the instructions thereon. The bid must be signed and acknowledged by the Bidder in accordance with the directions on the bid form.
5. Bid Guaranty: All bids shall be accompanied by either an original bid bond executed by a surety company meeting the qualifications for surety companies as specified in Section 5, General Conditions, or by cash, money order, certified check, cashier's check, Bid Guaranty Form, Unconditional Letter of Credit (Form 00410), treasurer's check or bank draft of any national or state bank (United States), in the amount of **5% of the bid amount**, payable to City of Miami Beach, Florida, and conditioned upon the successful Bidder executing the Contract and providing the required one-hundred percent (**100%**) Performance Bond and Payment Bond and evidence of required insurance within fifteen (15) calendar days after notification of award of the Contract. A PERSONAL CHECK OR A COMPANY CHECK OF A BIDDER SHALL NOT BE DEEMED A VALID BID SECURITY. Security of the successful Bidder shall be forfeited to the City of Miami Beach as liquidated damages, not as a penalty, for the cost and expense incurred should said Bidder fail to execute the Contract, provide the required Performance Bond, Payment Bond and Certificate(s) of Insurance, -within fifteen (15) calendar days after notification of the award of the Contract, or failure to comply with any other requirements set forth herein. The time for execution of the Contract and provision of the Performance Bond, Payment Bond and Certificate(s) of Insurance may be extended by the City's Procurement Director for good cause shown. Bid Securities of the unsuccessful Bidders will be returned after award of Contract.
6. Acceptance or Rejection of Bids: The City reserves the right to reject any or all bids prior to award. Reasonable efforts will be made to either award the Contract or reject all bids within ninety (90) calendar days after bid opening date. A Bidder may not withdraw its bid unilaterally nor change the Contract Price before the expiration of ninety (90) calendar days from the date of bid opening. A Bidder may withdraw its bid after the expiration of ninety (90) calendar days from the date of bid opening by delivering written notice of withdrawal to the Purchasing Division prior to award of the Contract by the City Commission.
7. Determination of Award: The City Commission shall award the contract to the lowest and best bidder. In determining the lowest and best bidder, in addition to price, there shall be considered the following:
 - a. The ability, capacity and skill of the bidder to perform the Contract.
 - b. Whether the bidder can perform the Contract within the time specified, without delay or interference.
 - c. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - d. The quality of performance of previous contracts.
 - e. The previous and existing compliance by the bidder with laws and ordinances relating to the Contract.
8. Evaluation: An interim performance evaluation of the successful Contractor may be submitted by the Contract Administrator during construction of the Project. A final performance evaluation shall be submitted when the Request for Final Payment to the

construction contractor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the City's Procurement Director who shall provide a copy to the successful Contractor. Said evaluation(s) may be used by the City as a factor in considering the responsibility of the successful Contractor for future bids with the City.

9. Contract Price: The Contract Price is to include the furnishing of all labor, materials, equipment including tools, services, permit fees, applicable taxes, overhead and profit for the completion of the Work except as may be otherwise expressly provided in the Contract Documents. The cost of any item(s) of Work not covered by a specific Contract unit price or lump sum price shall be included in the Contract unit price or lump sum price to which the item(s) is most applicable.
10. Postponement of Date for Presenting and Opening Bids: The City reserves the right to postpone the date for receipt and opening of bids and will make a reasonable effort to give at least seven (7) calendar days written notice of any such postponement to each prospective Bidder.
11. Qualifications of Bidders: Bids shall be considered only from Contractors which submit their bid by the bid's due date; Bidders who meet the "Minimum Requirements"; Bidders that provide the 5% Bid Bond; and Bidders that submit all required documentation as requested under this Invitation to Bid.

In determining a Bidder's responsibility and ability to perform the Contract, City has the right to investigate and request information concerning the financial condition, experience record, personnel, equipment, facilities, principal business location and organization of the Bidder, the Bidder's record with environmental regulations, and the claims/litigation history of the Bidder.

12. Addenda and Modifications: The City shall make reasonable efforts to issue addenda within seven (7) calendar days prior to bid opening. All addenda and other modifications made prior to the time and date of bid opening shall be issued as separate documents identified as changes to the Project Manual.
13. Prevailing Wage Rates: City of Miami Beach Ordinance No, 94-2960 provides that in all non-federally funded construction contracts in excess of one million dollars to which the City of Miami Beach is a party, the rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by any contractor or subcontractor on the work covered by the contract, shall not be less than the prevailing rate of wages and fringe benefit payments or cash equivalence for similar skills or classifications of work, as established by the Federal Register, in the City of Miami Beach, Florida. The provisions of this Ordinance **shall not** apply to the following projects:
 - a. water, except water treatment facilities and lift stations;
 - b. sewer, except sewage treatment facilities and lift stations;
 - c. storm drainage;
 - d. road construction, except bridges or structures requiring pilings; and
 - e. beautification projects, which may include resurfacing new curbs, gutters, pavers, sidewalks, landscaping, new lighting, bus shelters, bus benches and signage.

14. Occupational Health and Safety: In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this bid must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:
- 14.1. The chemical name and the common name of the toxic substance.
 - 14.2. The hazards or other risks in the use of the toxic substance, including:
 - 14.2.1. The potential for fire, explosion, corrosion, and reaction;
 - 14.2.2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - 14.2.3. The primary routes of entry and symptoms of overexposure.
 - 14.3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
 - 14.4. The emergency procedure for spills, fire, disposal, and first aid.
 - 14.5. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
 - 14.6. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
15. Environmental Regulations: The City reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in investigating a Bidder's responsibility, and further reserves the right to declare a Bidder not responsible if the history of violations warrant such determination in the opinion of the City. Bidder shall submit with its Bid, a complete history of all citations and/or violations, notices and dispositions thereof. The nonsubmission of any such documentation shall be deemed to be an affirmation by the Bidder that there are no citations or violations. Bidder shall notify the City immediately of notice of any citation or violation which Bidder may receive after the Bid opening date and during the time of performance of any contract awarded to it.
16. "Or Equal" Clause: Whenever a material, article or piece of equipment is identified in the Contract Documents including plans and specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, City, through Consultant, will have made its best efforts to name at least three (3) such references. Any such reference is intended merely to establish a standard; and, unless it is followed by the words **"no substitution is permitted"** because of form, fit, function and quality, any material, article, or equipment of other manufacturers and vendors which will perform or

serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of Consultant, equal in substance, quality and function.

ANY REQUESTS FOR SUBSTITUTION MUST BE MADE TO THE CITY'S PROCUREMENT DIRECTOR, WHO SHALL FORWARD SAME TO CONSULTANT

17. Protested Solicitation Award:

Bidders that are not selected may protest any recommendation for Contract award in accordance with City of Miami Beach Ordinance No. 2002-3344, which establishes procedures for resulting protested bids and proposed awards. **Protest not timely pursuant to the requirements of Ordinance No. 2002-3344 shall be barred.**

18. Financial Stability and Strength:

The bidder must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the goods and/or services required herein.

Bidders/Proposers shall submit financial statements for each of their last two complete fiscal years within ten (10) calendar days, upon written request. Such statements should include, as a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income). When the bid submittal is from a Joint Venture, each Bidder/Proposer involved in the Joint Venture must submit financial statements as indicated above.

Any Bidder/Proposer who, at the time of bid submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Bidder/Proposer under federal bankruptcy law or any state insolvency, may be declared non-responsive.

19. Equal Benefits Ordinance

Bidders are advised that this Bid and any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Ordinance No. 2005-3494, entitled "Requirement for City Contractors to Provide Equal Benefits for Domestic Partners (the "Ordinance")." The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

All bidders shall complete and return, with their bid, the "Declaration: Non-discrimination in Contracts and Benefits" form contained herein. The City shall not enter into any contract unless the bidder certifies that such firm does not discriminate in the provision of Benefits between employees with Domestic Partners and employees with spouses and/or between the Domestic Partners and spouses of such employees. Contractors may also comply with the Ordinance by providing an employee with the Cash Equivalent of such Benefit or Benefits, if the City Manager or his designee determines that the

successful bidder Contractor shall complete and return the “Reasonable Measures Application” contained herein, and the Cash Equivalent proposed.

It is important to note that bidders are considered in compliance if bidder provides benefits neither to employees’ spouses nor to employees’ Domestic Partners.

Following this page please find a Q & A of the major points of the proposed Ordinance. Additionally, the following documents need to be returned to the City with your bid:

- Declaration: Nondiscrimination in Contracts and Benefits Form
- Reasonable Measures Application Form

EQUAL BENEFITS ORDINANCE SUMMARY

The foregoing analysis provides a summary of the major points of the proposed Ordinance:

1) What is the intent of the Ordinance?

The proposed Ordinance will require certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive bids, to provide “Equal Benefits” to their employees with Domestic Partners, as they provide to employees with spouses.

2) How are “Equal Benefits” defined and what kind of “Benefits” does the Ordinance cover?

“Equal Benefits” means that contractors doing business with the City who are covered by the Ordinance shall be required to provide the same type of benefits that they offer to employees and their spouses, to employees with Domestic Partners.

The type of “Benefits” defined by the Ordinance and which may be offered by a contractor include: sick leave, bereavement leave, family medical leave, and health benefits.

The “Benefits” defined in the Ordinance are the same type of benefits that the City provides to Domestic Partners of City employees, pursuant to Section 62-128 of the City Code].

Notwithstanding the definition of “Benefits” in the Ordinance, to comply with the Ordinance a Contractor is not required to provide all the above-described benefits. Contractors are only required to offer the same type of Benefits they offer to their employees with spouses, to employees with Domestic Partners. Additionally, a Contractor who offers no benefits to employees or their spouses, would not be required to offer any benefits to employees with Domestic Partners (and would still be in compliance with the Ordinance).]

3) Who is considered a “Domestic Partner” under the Ordinance?

A “Domestic Partner” shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a government body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

4) What type of Contracts and/or which Contractors are covered by the Ordinance?

The Ordinance only applies to the following:

- Competitively bid City contracts (bids, RFP's, RFQ's, RFLI's, etc.).
- Contracts valued at over \$100,000.
- Contractors who maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks in either the current or the preceding calendar year.
- Contractors covered by the Ordinance are only required to comply as to employees who: 1) either work within the City limits of the City of Miami Beach; or 2) the contractor's employees located in the United States, but outside of the City limits, only if those employees are directly performing work on the City contract (covered by the Ordinance).

5) In what cases does the Ordinance not apply?
The provisions of the Ordinance do not apply where:

- The City contract has been entered into prior to the effective date of the Ordinance (including renewal terms contained in such contracts).
- The City contract is not competitively bid.
- The City contract is valued at less than \$100,000.
- The contractor has less than 51 employees.
- The contractor does not provide Benefits either to employees' spouses or to employees' Domestic Partners.
- The contractor is a religious organization, association, society or any non profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- The contractor is another government entity.

The following City contracts are not covered by the Ordinance:

- Contracts for sale or lease of City property.
- Development Agreements.
- Contracts/grants for CDBG, HOME, SHIP, and Surtax funds administered by the City's Office of Community Development
- Cultural Arts Council grants
- Contracts for professional A/E, landscape A/E, or survey and mapping services procured pursuant to Chapter 287.055, Florida Statutes ("The Consultants Competitive Negotiation Act").
- Contracts for the procurement of life, health, accident, hospitalization, legal expense, annuity insurance, or any and all other kinds of insurance for the officers and employees of the City and their dependents, from a group insurance plan.

The Ordinance provides, upon written recommendation of the City Manager, that the City Commission may, by 5/7ths vote, waive application of the Ordinance for the following:

- Emergency contracts.
- Contracts where only one bid response is received.
- Contracts where more than one bid response is received, but none of the bidders can comply with the requirements of the Ordinance.

The City's ability to apply the Ordinance may also be preempted in instances where the Ordinance impacts health, retirement, or pension program which fall within the

jurisdiction of the Employee Retirement Income Security Act (ERISA), and may under certain circumstances be held invalid under Federal preemption.

6) How is the Ordinance enforced by the City?

- City contracts that are covered by the Ordinance shall notify potential bidders/proposers of the Ordinance and its requirements in the issued bid documents.
- At the time of entering into the contract with the City, the proposed City contractor shall certify to the City that it intends to provide Equal Benefits, along with the description of its employee benefits plan, which needs to be delivered to the Procurement Director prior to entering into the contract.
- The City has the ongoing right to investigate/audit contracts for compliance with the provisions of the Ordinance.
- The contractor is required to post notice to its employees at its place of business that it provides Equal Benefits.

7) Is there another way for a Contractor who does not provide Equal Benefits to comply with the Ordinance?

If a contractor covered by the Ordinance has made a reasonable yet unsuccessful effort to provide Equal Benefits, it can still comply with the Ordinance by providing an employee with the "Cash Equivalent" of the similar benefit(s) offered to the contractor's employees and their spouses.

8) What are the penalties for non compliance?

Failure of a contractor to comply with the requirements of the Ordinance may result in the following:

- Breach/default under the contract.
- Termination of the contract.
- Monies due under the contract may be retained by the City until compliance is achieved.
- Debarment of contractors from City work, as prescribed by the City Code.



MIAMIBEACH

CITY OF MIAMI BEACH

DECLARATION: NONDISCRIMINATION IN CONTRACTS AND BENEFITS

Section 1. Vendor Information

Name of Company: _____ Name of Company Contact Person: _____

Phone Number: _____ Fax Number: _____ E-mail: _____

Vendor Number (if known): _____

Federal ID or Social Security Number: _____

Approximate Number of Employees in the U.S.: _____ (If 50 or less, skip to Section 4, date and sign)

Are any of your employees covered by a collective bargaining agreement or union trust fund?
__Yes __No

Union name(s): _____

Section 2. Compliance Questions

Question 1. Nondiscrimination - Protected Classes

A. Does your company agree to not discriminate against your employees, applicants for employment, employees of the City, or members of the public on the basis of the fact or perception of a person's membership in the categories listed below? Please note: a "YES" answer means your company agrees it will not discriminate; a "NO" answer means your company refuses to agree that it will not discriminate. Please answer yes or no to each category.

<input type="checkbox"/> Race	__ Yes __ No	<input type="checkbox"/> Sex	__ Yes __ No
<input type="checkbox"/> Color	__ Yes __ No	<input type="checkbox"/> Sexual orientation	__ Yes __ No
<input type="checkbox"/> Creed	__ Yes __ No	<input type="checkbox"/> Gender identity (transgender status)	__ Yes __ No
<input type="checkbox"/> Religion	__ Yes __ No	<input type="checkbox"/> Domestic partner status	__ Yes __ No
<input type="checkbox"/> National origin	__ Yes __ No	<input type="checkbox"/> Marital status	__ Yes __ No
<input type="checkbox"/> Ancestry	__ Yes __ No	<input type="checkbox"/> Disability	__ Yes __ No
<input type="checkbox"/> Age	__ Yes __ No	<input type="checkbox"/> AIDS/HIV status	__ Yes __ No
<input type="checkbox"/> Height	__ Yes __ No	<input type="checkbox"/> Weight	__ Yes __ No

B. Does your company agree to insert a similar nondiscrimination provision in any subcontract you enter into for the performance of a substantial portion of the contract you have with the City? Please note: you must answer this question even if you do not intend to enter into any subcontracts. __ Yes __ No

Question 2. Nondiscrimination - Equal Benefits for Employees with Spouses and Employees with Domestic Partners

Questions 2A and 2B should be answered YES even if your employees must pay some or all of the cost of spousal or domestic partner benefits.

- A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?
 _ Yes _ No
- B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?
 _ Yes _ No

*The term Domestic Partner shall mean any two (2) adults of the same or different sex, who have registered as domestic partners with a government body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A Contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership exists. A Contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Miami Beach.

If you answered "NO" to both Questions 2A and 2B, go to Section 4 (at the bottom of this page), complete and sign the form, filling in all items requested.

If you answered "YES" to either or both Questions 2A and 2B, please continue to Question 2C below.

- C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Yes for Employees with Spouses	Yes for Employees with Domestic Partners	No, this Benefit is Not Offered	Benefit Documentation is Submitted with this Form
Health	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Retirement (Pension, 401(k), etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bereavement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Note: If you can not offer a benefit in a nondiscriminatory manner because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage)

you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent, submit a completed Reasonable Measures Application with all necessary attachments, and have your application approved by the City Manager, or his designee.

Section 3. Required Documentation

YOU MUST SUBMIT SUPPORTING DOCUMENTATION to verify each benefit marked in Question 2C. Without proper documentation, your company cannot be certified as complying with the City's Equal Benefits Requirement for Domestic Partner Ordinance. For example, to document medical insurance submit a statement from your insurance provider or a copy of the eligibility section of your plan document; to document leave programs, submit a copy of your company's employee handbook. If documentation for a particular benefit does not exist, attach an explanation.

Have you submitted supporting documentation for each benefit offered? ☐ Yes ☐ No

Section 4. Executing the Document

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, in the year _____, at _____, _____
(City) (State)

Signature

Mailing Address

Name of Signatory (please print)

City, State, Zip Code

Title



CITY OF MIAMI BEACH

REASONABLE MEASURES APPLICATION

Declaration: Nondiscrimination in Contracts and Benefits

Submit this form and supporting documentation to the City's Procurement Division ONLY IF you:

- A. Have taken all reasonable measures to end discrimination in benefits; and
- B. Are unable to do so; and
- C. Intend to offer a cash equivalent to employees for whom equal benefits are not available.

You must submit the following information with this form:

- 1. The names, contact persons and telephone numbers of benefits providers contacted for the purpose of acquiring nondiscriminatory benefits;
- 2. The dates on which such benefits providers were contacted;
- 3. Copies of any written response(s) you received from such benefits providers, and if written responses are unavailable, summaries of oral responses; and
- 4. Any other information you feel is relevant to documenting your inability to end discrimination in benefits, including, but not limited to, reference to federal or state laws which preclude the ending of discrimination in benefits.

I declare (or certify) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Name of Company (please print)

Mailing Address of Company

Signature

City, State, Zip

Name of Signatory (please print)

Telephone Number

Title
Definition of Terms

Date

A. REASONABLE MEASURES

The City of Miami Beach will determine whether a City Contractor has taken all reasonable measures provided by the City Contractor that demonstrates that it is not possible for the City Contractor to end discrimination in benefits. A determination that it is not possible for the City Contractor to end discrimination in benefits shall be based upon a consideration of such factors as:

- (1) The number of benefits providers identified and contacted, in writing, by the City Contractor, and written documentation from these providers that they will not provide equal benefits;
- (2) The existence of benefits providers willing to offer equal benefits to the City Contractor; and
- (3) The existence of federal or state laws which preclude the City Contractor from ending discrimination in benefits.

B. CASH EQUIVALENT

“Cash Equivalent” means the amount of money paid to an employee with a Domestic Partner (or spouse, if applicable) in lieu of providing Benefits to the employees’ Domestic partner (or spouse, if applicable). The Cash Equivalent is equal to the employer’s direct expense of providing Benefits to an employee for his or her spouse.

Cash Equivalent. The cash equivalent of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for death of a spouse. Cash payment would be in the form of wages of the domestic partner employee for the number of days allowed.
- b. For health benefits, the cost to the Contractor of the Contractor’s share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains the such insurance in force for himself or herself.
- c. For family medical leave, cash payments for the number of days that would be allowed as time off for an employee to care for a spouse that has a serious health condition. Cash payment would be in the form of wages of the domestic partner employee for the number of days allowed.

Definition of Terms

A. REASONABLE MEASURES

The City of Miami Beach will determine whether a City Contractor has taken all reasonable measures provided by the City Contractor that demonstrates that it is not possible for the City Contractor to end discrimination in benefits. A determination that it is not possible for the City Contractor to end discrimination in benefits shall be based upon a consideration of such factors as:

- (1) The number of benefits providers identified and contacted, in writing, by the City Contractor, and written documentation from these providers that they will not provide equal benefits;
- (2) The existence of benefits providers willing to offer equal benefits to the City Contractor; and
- (3) The existence of federal or state laws which preclude the City Contractor from ending discrimination in benefits.

B. CASH EQUIVALENT

“Cash Equivalent” means the amount of money paid to an employee with a Domestic Partner (or spouse, if applicable) in lieu of providing Benefits to the employees’ Domestic partner (or spouse, if applicable). The Cash Equivalent is equal to the employer’s direct expense of providing Benefits to an employee for his or her spouse.

Cash Equivalent. The cash equivalent of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for death of a spouse. Cash payment would be in the form of wages of the domestic partner employee for the number of days allowed.
- b. For health benefits, the cost to the Contractor of the Contractor’s share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains the such insurance in force for himself or herself.
- c. For family medical leave, cash payments for the number of days that would be allowed as time off for an employee to care for a spouse that has a serious health condition. Cash payment would be in the form of wages of the domestic partner employee for the number of days allowed.

00305. ADMINISTRATIVE EVALUATION PROCESS

The sequence of events will be as follows:

- Invitation to Bid issued.
- Pre-Bid Meeting held.
- Receipt of bids.
- Opening and listing of all bids received.
- Review all bids for responsiveness.
- Distribution of all responsive bids to the Administration for evaluation.

The evaluation process to be used by the City Administration for this bid will be one of "Best Value" (BV) Procurement, meaning that the City Administration will, in addition to price, consider past performance of the Contractor's team on previously completed projects; a Risk Assessment / Value Added Submittal (RAP/VAS) prepared for this project by the contractor and included as part of the submittal; and the qualifications of key members of the proposed Contractor's team to perform based on interviews conducted by the Administration. (See Section 00315).

The Administration will rank all responsive bidders and submit their recommended ranking to the City Manager. The evaluation and scoring process to determine the ranking of bidders will be as follows:

1. **(20 points)** – RAP / VAS Submittal – A Preliminary Project Schedule should be attached to the RAP / VAS. The description for the risks identified in the RAP should not include any additional cost or time. These are risks that the contractor may not have direct control over but will try to minimize. Value Added Submittals (VAS) may increase / decrease project cost or time.
2. **(5 points)** – Past performance based on number and quality of the Performance Evaluation Surveys received.
3. **(25 points)** – Presentation and Interview of Key personnel.
4. **(50 points)** – Base Bid Price – All bidders shall be required to include, as part of the submittal, a breakdown of the Lump Sum (base bid) amount, with sub-totals for Divisions 1 through 16, as listed in Section 00407, on page 50. A proportional amount for overhead and profit should be separately listed in each Division. The pricing information, will be shared with the Administration at the evaluation meeting prior to the interviews of the key members of the contractor's team.

A. If a firm's base bid price is within the Estimated Project Construction Budget

The Administration will convene to evaluate, score, and rank all responsive bidders based on the above-stated criteria and utilize the following steps. The Administration recommendation is advisory and will be presented to the City Manager.

- (1) If there is more than one bidder and following completion of the evaluation process and scoring, the top-ranked firm has the lowest bid price, the Administration may recommend that firm as the BV selection to the City Manager for award of the contract.

- (2) If there is more than one bidder and following completion of the evaluation process and scoring, the top-ranked firm's price is not greater than 5% above the price of the next-ranked firm, the Administration may recommend the top-ranked firm as the BV selection to the City Manager for award of the contract.
- (3) If the top ranked firm's price is more than 5% above the next-ranked firm's price, the Administration shall include, in its recommendation to the City Manager, its justification for recommending the top-ranked firm's as the BV selection.
- (4) If there is only one bidder, following completion of the evaluation process and scoring, the Administration may recommend that firm for award of contract, to the City Manager.

B. If a firm's base bid price exceeds the Estimated Project Construction Budget

The Administration will convene to evaluate, score, and rank all responsive bidders based on the above-stated criteria and utilize the following steps. The Administration recommendation is advisory and will be presented to the City Manager. During the interview process, the contractor is expected to explain why their bid amount exceeds the estimated project construction budget.

- (1) **If all bidders exceed the budget and following completion of the evaluation process and scoring, the top-ranked firm's price is the lowest price**, the Administration may recommend the top-ranked firm as the BV selection to the City Manager for award of the contract.
- (2) **If all bidders exceed the budget, and following completion of the evaluation process and scoring the top-ranked firm's price is not the lowest price**, then the Administration may consider the firm with the lowest price and, may recommend it as the BV selection to the City Manager for award of the contract only if the following criteria are met:
 - a. The top-ranked firm is the unanimous choice of the Administration;
 - b. No procurement-related issues are identified by the City's Procurement Office;
 - c. No technical or funding issues are identified by the City's CIP Office; and
 - d. If there is only one bidder, following completion of the evaluation process and scoring, the Administration may recommend that firm for award of contract.

City Manager's Review

After considering the recommendation of the Administration, the City Manager shall exercise his due diligence and recommend to the Mayor and City Commission the bid that the City Manager deems to be in the best interest of the City. If only one bid response is received, the City Manager, without any action by the Mayor and City Commission, has the authority, pursuant to Section 2-367 of the Miami Beach City Code, to exercise any of the following options:

1. Reject the bid and, if he determines that same is in the best interest of the City and re-advertise the project for bidding; or

2. Request that the Mayor and City Commission make additional funds available and proceed to negotiate an agreement with the sole bidder.

In addition, if there are two or more bidders, the City Manager may also negotiate an agreement with the lowest and best bidder exceeding the budgeted amount of the work. If the City Manager is unable to successfully negotiate an agreement with the lowest and best bidder, the City Manager may terminate negotiations with such bidder and commence negotiations with the second lowest and best bidder. If the City Manager is unable to successfully negotiate an agreement with the second lowest and best bidder, the City Manager may terminate negotiations with the second bidder and commence negotiations with the third lowest and best bidder.

00310. CITY COMMISSION AUTHORITY

Award of Contract: The City Commission shall award the contract to the **lowest and best bidder**. In determining the lowest and best bidders, in addition to price the following shall be considered:

- a. The ability, capacity and skill of the bidder to perform the Contract.
- b. Whether the bidder can perform the Contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the Contract.

The City Commission shall consider the City Manager's recommendation(s) and, may approve or reject the City Manager's recommendation(s). In any case, the Mayor and City Commission shall select and authorize negotiations with the bidder(s) which the Mayor and Commission deem to be in the best interest of the City pursuant to the determination of award criteria of lowest and best bid. The City Commission may also reject all bids received.

The selection or approval by the City Commission shall not constitute a binding contract between the City and the selected or approved bidder(s). A binding contract will exist upon the completion of successful negotiations as determined by the Administration, the City Attorney's Office form approving the contract or contracts, and the Mayor and City Clerk or their respective designees signing the contract(s) after the selected or approved bidder(s) has (or have) done so. Only the executed contract(s) will be binding on the contracting parties.

Following Commission approval, and prior to execution of the contract with the selected bidder, there shall be a period during which time the contractor is expected to produce a Best Value Risk Management Plan. The Risk Management Plan will be developed taking into consideration the: RAP/VAS included in the contractor's submittal; any other risks, identified by other contractors, that the City deems pertinent to the project; any concerns or issues, expressed by the client, that could negatively impact the project's cost and schedule; key personnel interview minutes; contract plans and specifications; and other issues discussed during the pre-contract execution period.

During the pre-contract execution period and the development of the Risk Management Plan, the contractor is expected to complete a number of tasks and activities meant to both identify risks that the contractor does not control (and the contractor's plan to minimize those risks) as well as helping to clarify any client concerns and intent. These activities include: reviewing the design and requirements in detail, identifying any issues or concerns and seeking clarifications and approvals for any value-added or value-engineering proposals; coordinating with suppliers and sub-contractors to make sure

there are no issues with the requirements, costs or delivery schedules; submitting a detailed schedule of the entire project, including critical milestones and any client action items; coordinating with all client representatives and permitting agencies to ensure that their requirements can be met; coordinating any value-added submittals, including providing justifications of their associated costs, if requested; and submittal of an approved Risk Management Plan. The contractor will be required to submit a standard BV weekly risk management report. The contractor's Best Value Risk Management Plan and weekly reporting format will be included in the contract.

00315. BID SUBMISSION REQUIREMENTS

The following information should be submitted with you bid response

CONTENTS OF QUALIFICATION STATEMENT

Bid packages must contain the following documents, each fully completed, and signed as required. Bid packages which do not include all required documentation, or are not submitted in the required format, or do not have the appropriate signatures on each document, may be deemed in the City's sole discretion to be non-responsive. The City reserves the right to request any documentation omitted, with exception of the 5% Bid bond and the Bid Price form. Bidder must submit the documentation within three (3) calendar days upon request from the City, or the bid shall be deemed non-responsive. Non-responsive bid packages will receive no further consideration.

A. IDENTIFICATION PAGE AND TABLE OF CONTENTS

Bidder shall provide an Identification Page including the following information:

- Name of Bidder. (Note: if co venture, specify)
- Address of submitting Bidder. (Note: if co venture, specify)
- E-mail address for the appropriate contact person at the submitting company.
- Phone number and facsimile number of submitting Bidder.
- Federal Tax Identification Number for submitting Bidder.
- Declaration regarding company organization, whether as Corporation, Partnership, or other. (Note: if co venture, specify)
- Signature of an officer or other individual of the submitting Bidder who has the authority to bind said Bidder.
- Printed name of the authorized signing officer or other individual.
- Title of the authorized signing officer.
- Date of signature.
- Table of Contents.

B. QUALIFICATION AND EXPERIENCE OF THE CONTRACTOR'S TEAM

It is a requirement of the bid that the Bidder staff the project with competent individuals and qualified supervisory personnel. To that end, the Bidder shall provide:

Bidder (Business Entity) shall demonstrate the Contractor Team's (i.e., General Contractor, sub-contractors, and key personnel) ability to execute the type of work described within the Contract Documents of this Invitation to Bid (ITB).

It is recommended that the bidder provide representative projects as outlined above to include the following information and components:

- Bidder's role
- Project name
- Project location
- Brief description of work performed
- Names, addresses, telephone number, fax number, and contact name for the following:
 - Owner or Agency
 - Name of General Contractor's project manager and field superintendent
 - Awarded contract amount and final contract amount
 - Project Status (**Projects may include finally completed projects**).
- An organizational chart listing the proposed key personnel, their qualifications and their roles in the project, resumes which shall include educational background, work experience, employment history, and any other pertinent information. Where applicable, Bidder team members shall also submit current and valid certifications and/or licenses for their individual scope of supervision. At a minimum, the bidder shall include the following proposed project team members:
 - Construction Project Manager
 - Construction Superintendent
 - Site Foreman
- A staffing plan that clearly illustrates the key elements of the proposed organizational structure. The staffing plan should indicate the availability of the personnel proposed to work on the Project. The staffing plan should also indicate the name of the individual who will serve as the primary contact with City. Bidder shall clearly detail the role of all Sub-contractors proposed for the Project.

C. PAST PERFORMANCE

Please provide your client with the Performance Evaluation Letter and Survey attached herein on pages 36 and 37, and request that your client submit the completed survey to Theo Carrasco, at the following e-mail theocarrasco@miamibeachfl.gov.

Please understand that **we will not accept Client Surveys being sent to our office from the office of the bidder**. Surveys must be sent to Procurement from your client's office(s). Contractors are responsible for making sure their clients return the Performance Evaluation Surveys to the City. The City reserves the right to verify and confirm any information submitted in this process. Such verification may include, but is not limited to, speaking with current and former clients, review of relevant client documentation, site-visitation, and other independent confirmation of data.

D. RISK ASSESSMENT PLAN / VALUE ADDED SUBMITTAL (RAP/VAS) AND PROJECT SCHEDULE

All bidders must submit one (1) original and ten (10) copies of the Risk-Assessment Plan. The Risk-Assessment Plan **should not be longer than two pages front side of page only. The RAP should not contain any reference to the bidders name within the document. Please exclude any letterhead or logos, anything that can identify your company's name.**

(Note: The City reserves the right to request, from the bidder, to re-submit the RAP in cases where the RAP has exceeded the two pages of length or any RAP that has been identified with the bidder's name or logo. Consultants must submit the documentation within three (3) calendar days upon request from the City, or the proposal shall be deemed non-responsive.) The RAP should be submitted in a sealed labeled envelope and included within the ITB submission. The Risk-Assessment Plan should address the following items in a clear and generic language:

- (1) List and prioritize major risk items or decisions to be made that are unique to this project. (Includes items that may cause the Contractor not to finish on time, not finish within budget, cause any change orders, or be a source of dissatisfaction with the owner).
- (2) Explanation of how the risks will be avoided/minimized.
- (3) Propose any options (Value Added Submittals) that could add value to this project.
- (4) Explain the benefits of the Risk Assessment Plan. Address the quality and performance differences in terms of risk minimization that the City can understand and what benefits the option will provide to the user. Do not provide brochures or marketing pieces.
- (5) Please make sure you attach a preliminary Project Schedule behind the Risk Assessment Plan
- (6) Do not put a dollar value on the "Major Risk Items" section (page 40) of the RAP/VAS. Any costs included in the "Value Added Options or Alternates" section (page 41) of the RAP/VAS should **NOT** be included in the Base Bid Price.

E. BID PRICE

Bidders are required to submit their bid price lump sum using the Bid Proposal Form found on page 48. Bidders are to submit this form in a sealed envelope but separate from the sealed Risk Assessment envelope. Labeling the sealed envelope with your company's name is required.



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT DIVISION

Tel: 305-673-7000 ext. 6230; Fax: 786-394-4624

Date _____

To: _____
(Client's Name)

Individual Providing the Survey Response: _____

Phone: _____

Fax: _____

E-mail: _____

Subject: Performance Evaluation of _____
(Construction firm and/or Project Manager/Superintendent)

Number of pages including cover: 2

To Whom It May Concern:

The City of Miami Beach has implemented a process that collects past performance information on various Contractors that have the qualifications, experience and successful project completions on past municipal and private construction projects. The information will be used to assist City of Miami Beach in the selection of qualified firms that can provide Construction Improvements for the City of Miami Beach South Pointe Park (South Beach).

The company listed in the **subject** line has chosen to participate in this program. They have listed you as a past client that they have done work for. Both the company and City of Miami Beach would greatly appreciate you taking a few minutes out of your busy day to complete the accompanying questionnaire.

Please review all items in the following attachment and answer the questions to the best of your knowledge. If you have difficulty or cannot decipher the question's meaning, please provide your best judgment as to it's understanding and score accordingly. **Please return this questionnaire to Theo Carrasco by January 12, 2009, or earlier,** by fax: 786-394-4624 or e-mail theocarrasco@miamibeachfl.gov.

Please provide one Survey for the Contractor and one Survey for the Construction Project Manager or Construction Superintendent who directly worked on your project.

Thank you for your time and effort.



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT DIVISION

Tel: 305-673-7000 ext. 6230; Fax: 786-394-4624

PERFORMANCE EVALUATION SURVEY
ITB 09-08/09

Project Name: _____

☐ Contractor (Bidder) (Check one)

☐ Construction Project Manager and/or Construction Superintendent (Individual)

Name of Above _____

Phone and/or e-mail of above Consultant or Individual: _____

Please evaluate the performance of the Contractor's firm and/or Construction Project Manager and/or Construction Superintendent on a scale of 1-10, with 10 meaning you are very satisfied and have no questions about hiring them again, and 1 meaning you would never hire them again because of very poor performance.

NO	CRITERIA	UNIT	
1	Ability to manage the project cost (minimize change orders)	(1-10)	
2	Ability to maintain project schedule (complete on-time or early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage (includes responses and prompt payment to suppliers and subcontractors)	(1-10)	
5	Close out process (no punch list upon turnover, warranties, as-buils, operating manuals, tax clearance, etc. submitted promptly)	(1-10)	
6	Communication, explanation of risk, and documentation	(1-10)	
7	Ability to follow the users rules, regulations, and requirements (housekeeping, safety, etc...)	(1-10)	
8	Overall customer satisfaction and hiring again based on performance (comfort level in hiring contractor again)	(1-10)	

Overall Comments:

Company providing Referral: _____

Contact Name: _____

Contact Phone and e-mail: _____

Date of Services: _____

Dollar Amount for Services: _____

Please return this questionnaire to Theo Carrasco by January 12, 2009, via fax: 786.394.4624 or email theocarrasco@miamibeachfl.gov.

Risk Assessment Plan Guide

Introduction

The purpose of the Risk Assessment Plan (RAP) is to capture the contractor's ability to preplan (identify the risks that the contractor may not directly control and that may negatively impact the project's cost and schedule, as well as the client's expectations of quality and performance). The description of the risks identified in the RAP should not have any additional cost or time, but are risks that the contractor will try to minimize.

The RAP is used to:

1. Assist the client in prioritizing firms based on their ability to understand the risks of a project and their plan to mitigate those risks.
2. Provide high performing vendors the opportunity to differentiate themselves due to their experience and expertise through value-added offerings.
3. Giving the competitive edge to experienced companies who have successfully completed similar work before, who can plan the job from beginning to end, and who know how to minimize the risk.
4. Provide a mechanism for the high performers to regulate the low performers by ensuring that if they are not selected, the selected company will minimize the risk and provide the client with a comparable performance.

The RAP document or portions thereof, submitted by the successful bidder may be included within the contract documents. The City of Miami Beach reserves the right to accept or reject any of the risk items. Additionally, the successful bidder will be required to submit a justification of the cost associated with any of the value-added offerings in their Risk Assessment for analysis by the City upon request.

In addition to the above, the risks identified on the Risk Assessment Plans or portions thereof, of the unsuccessful bidders may become part of the Quality Control Plan that will be prepared by the successful bidder as a result of negotiations, during the Pre-contract execution phase, with the City.

RAP/VAS Plan Format

The format for the RAP/VAS is attached. Within the RAP/VAS, the contractors should clearly address the following items in a non-technical manner:

1. List and prioritize major risk items or decisions to be made that are unique to this project. This includes items that may cause the project to not be completed on time, not finished within budget, generate any change orders, or may be a source of dissatisfaction for the City.
2. Explain how risk will be avoided / minimized. If the contractor has a unique method to minimize the risk, it should be clearly explained.
3. Propose any options that could increase the value (expectation or quality) of their work. List any value-added alternates that the contractor is bringing to the project.
4. Attach a Preliminary Project Schedule.

No names!!! - In order to minimize any bias by the Administration Review Panel, **the RAP/VAS must not contain ANY names** (such as contractor, manufacturer, or designer names, personnel names, project names, product names, or company letterhead). **The RAP/VAS should not contain any marketing information.**

Length - The City's goal is to make the selection process as efficient as possible. Efficiency is to minimize the effort of all participants, especially those who will not get the project. Therefore, the RAP/VAS should be a brief, well organized and concise. The RAP must not exceed 2 pages, does not include the preliminary project schedule or the phasing plan, these are additional.

Organization - Outline format. The attached format is only a sample.

Impact of Risks

Risks are any concerns, events, and issues not covered by the contract documents that your firm and your sub-contractor(s) may not directly control but which you should be prepared to address and mitigate throughout the duration of the project as part of your submittal. These are the most critical items that can impact the project's cost, schedule time, and the City's quality expectations. The risks should be prioritized, or listed in order by the greatest risks at the top to the lowest risk in descending order. The description of the risks identified in the RAP/VAS should not have any additional cost or time, but are risks that the contractor will try to minimize.

Rating of Risk Assessment Plan/Value Added Submittals

The RAP/VAS will be rated by the Administration assigned to this project.

Key elements of the RAP/VAS should include:

1. Identification and description of potential risks and plans to minimize/mitigate each risk.
2. Presentation of value-added options or alternates, with a clear description of associated benefit, and impact (+/-) on project's cost and schedule.
3. The Preliminary Project Schedule.

Checklist for the RAP/VAS

1. Are all names removed from the RAP/VAS: personal, project, or company names?
2. Are risks listed, high impact risks? (Do not list risks that you can easily handle unless you perceive others are not doing it)
3. Does the RAP/VAS include all service, quality control processes; documentation that you do that your competition does not.
4. Are Public Relation risks such as interfacing with project managers, users of the facility, or audit/inspection personnel included?
5. Is a preliminary project schedule included?
6. Does your RAP/VAS plan differentiate you? By how much?
7. Would your RAP/VAS make technical and non-technical individuals comfortable with hiring you?
8. Are the pages numbered?
9. Did you print one (1) original and ten (10) copies of your RAP/VAS and enclose them in a sealed envelope?

If all items are checked, your risk assessment plan is ready to submit.

Organization - Outline format. The attached format is only a sample.

Risk Assessment Plan / Value-Added Submittals Format

Identify project potential risks that your firm and your sub-contractor(s) may not directly control and your plan to minimize each risk – included as part of your base submittal. Prioritize the risks, listing the greatest risk first. You may add to the list as necessary. The description of the risks identified in the RAP should not have any additional cost or time, but are risks that the contractor will try to minimize. **ALL RISKS IDENTIFIED HEREIN THAT CONTAIN COST OR TIME ELEMENTS MUST BE INCLUDED IN YOUR BASE BID PRICE. DO NOT INCLUDE ADDITIONAL COSTS IN YOUR RISK ASSESSMENT PLAN.**

Major Risk Items

Risk 1:

**Plan to
Minimize Risk:**

Risk 2:

**Plan to
Minimize Risk:**

Risk 3:

**Plan to
Minimize Risk:**

Risk 4:

**Plan to
Minimize Risk:**

Risk 5:

**Plan to
Minimize Risk:**

Risk 6:

**Plan to
Minimize Risk:**

Risk 7:

**Plan to
Minimize Risk:**

Risk 8:

**Plan to
Minimize Risk:**

Risk 9:

**Plan to
Minimize Risk:**

Risk 10:

**Plan to
Minimize Risk:**

Value Added Options or Alternates (how you will differentiate yourself from others)

Identify any proposed value-added options, or alternate services, not included in your base submittal, with a brief description of how they add value to the project. Identify if each item will increase or decrease project schedule, cost, or expectation. You may add/delete to the list as necessary. **Cost impact of any Value Added Options listed below should NOT be included in the Base Bid Price. Schedule impact of any Value Added Options listed below should NOT be included in the Baseline Schedule.**

Item 1:

Impact:	Cost, \$ / Credit (\$)	Schedule, + Days / (-) Days
----------------	-----------------------------------	--

Item 2:

Impact:	Cost, \$ / Credit (\$)	Schedule, + Days / (-) Days
----------------	-----------------------------------	--

Item 3:

Impact:	Cost, \$ / Credit (\$)	Schedule, + Days / (-) Days
----------------	-----------------------------------	--

Item 4:

Impact:	Cost, \$ / Credit (\$)	Schedule, + Days / (-) Days
----------------	-----------------------------------	--

Attach a Preliminary Project Schedule

(Do not include schedule impact from Value-Added Options)

Provide a Summarized Construction Phasing Plan

Interview of Key Personnel Guide

Introduction

The purpose of the interview is to rate the following key individuals in their respective areas:

1. How well they see the project, from beginning to end.
2. Can they pick out and prioritize the critical points (risk) in terms of time and cost, and have they preplanned for them.
3. Can they continuously improve?
4. Can they measure their own performance?
5. Can they minimize change orders, additional charges, and customer dissatisfaction?
6. Project Manager will be asked to provide a draft project schedule with at least 6 milestones and provide any risk and time associated with each of the milestones.

Format

The key personnel shall be evaluated by the Administration during its meeting(s), and should be prepared to attend if invited to provide a presentation. The invited companies will be able to provide a brief presentation which will be followed by the key personnel interviews conducted by the Administration, which may include personnel from various City user departments.

00400. BID/TENDER FORM

Submitted: _____
Date

City of Miami Beach, Florida
1700 Convention Center Drive
Miami Beach, Florida 33139

The undersigned, as Bidder, hereby declares that the only persons interested in this bid as principal are named herein and that no person other than herein mentioned has any interest in this bid or in the Contract to be entered into; that this bid is made without connection with any other person, firm, or parties making a bid; and that it is, in all respects, made fairly and in good faith without collusion or fraud.

The Bidder further declares that it has examined the site of the Work and informed itself fully of all conditions pertaining to the place where the Work is to be done; that it has examined the Contract Documents and all addenda thereto furnished before the opening of the bids, as acknowledged below; and that it has satisfied itself about the Work to be performed; and that it has submitted the required Bid Guaranty; and all other required information with the bid; and that this bid is submitted voluntarily and willingly.

The Bidder agrees, if this bid is accepted, to contract with the City, a political subdivision of the State of Florida, pursuant to the terms and conditions of the Contract Documents and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to construct and complete within the time limits specified the Work covered by the Contract Documents for the Project entitled:

**INVITATION TO BID (ITB) NO. 09-08/09
FOR CONSTRUCTION IMPROVEMENTS FOR THE CITY OF NORMANDY SHORES GOLF
COURSE CLUB HOUSE FACILITY**

The Bidder also agrees to furnish the required Performance Bond and Payment Bond or alternative form of security, if permitted by the City, each for not less than the total bid price plus alternates, if any, and to furnish the required Certificate(s) of Insurance.

The undersigned further agrees that the bid guaranty accompanying the bid shall be forfeited if Bidder fails to execute said Contract, or fails to furnish the required Performance Bond and Payment Bond or fails to furnish the required Certificate(s) of Insurance within fifteen (15) calendar days after being notified of the award of the Contract.

In the event of arithmetical errors, the Bidder agrees that these errors are errors which may be corrected by the City. In the event of a discrepancy between the price bid in figures and the price bid in words, the price in words shall govern. Bidder agrees that any unit price listed in the bid is to be multiplied by the stated quantity requirements in order to arrive at the total.

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of the Project Manual:

Attached is a Bid Bond [], Cash [], Money Order [], Unconditional Letter of Credit [],
Treasurer's Check [], Bank Draft [], Cashier's Check [], or Certified Check [] No. _____
Bank of _____ for the sum of
_____ Dollars (\$_____).

The Bidder shall acknowledge this bid by signing and completing the spaces provided below.

Name of Bidder: _____

City/State/Zip: _____

Telephone No.: _____

Social Security
No. or Federal
I.D.No.: _____

Dun and
Bradstreet No.: _____
(if applicable)

If a partnership, names and addresses of partners:

(Sign below if not incorporated)

WITNESSES:

(Type or Print Name of Bidder)

(Signature)

(Type or Print Name Signed Above)

(Sign below if incorporated)

ATTEST:

(Type or Print Name of Corporation)

Secretary

(Signature and Title)

(CORPORATE SEAL)

(Type or Print Name Signed Above)

Incorporated under the laws of the State of: _____

00405. CITY OF MIAMI BEACH LICENSES, PERMITS AND FEES:

Pursuant to the Public Bid Disclosure Act, each license, permit or fee a Contractor will have to pay the City before or during construction or the percentage method or unit method of all licenses, permits and fees **REQUIRED BY THE CITY AND PAYABLE TO THE CITY** by virtue of this construction as part of the Contract is as follows:

The bidder (General Contractor) must have a valid State of Florida General Contractor's License.

The City of Miami Beach will require occupational licenses for Contractors as well as sub-trades.

Licenses, permits and fees which may be required by Miami-Dade County, the State of Florida, or other governmental entities are not included in the above list, but are listed as attached (next page) and included as an allowance in the bid.

1. Occupational licenses from City of Miami Beach firms will be required to be submitted within fifteen (15) days of notification of intent to award.
2. Occupational licenses will be required pursuant to Chapter 205.065 Florida Statutes.

NOTE: a) If the contractor is a State of Florida Certified Contractor the following will be required:

- 1) Copy of State Contractors Certification
- 2) Place of Business Occupational License
- 3) Liability and Property Damage Insurance Certificate made to City of Miami Beach
- 4) Workers compensation or the exemption

b) If a Dade County Licensed Contractor:

- 1) Dade Certificate of Competency in the Discipline Licensed
- 2) Municipal Contractors Occupational License
- 3) Liability and Property damage Insurance Certificate made to City of Miami Beach
- 4) Workers Compensation or the exemption

NOTE: PLEASE PROVIDE COPIES OF ALL YOUR LICENSES AND CORPORATE CERTIFICATES WITH YOUR BID RESPONSE

**CITY OF MIAMI BEACH
CAPITAL IMPROVEMENTS PROGRAM
FOR CONSTRUCTION IMPROVEMENTS FOR THE
NORMANDY SHORES GOLF COURSE CLUBHOUSE FACILITY**

Note: The Contractor shall be responsible for any governmental agency permit fees (if applicable) other than those by the City of Miami Beach as indicated below.

PERMITS

- I. MIAMI DADE DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT (DERM)**
- II. FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP)**
- III. FLORIDA DEPARTMENT OF TRANSPORTATION**
- IV. MIAMI-DADE TRAFFIC ENGINEERING DEPARTMENT**
- V. MIAMI-DADE WATER AND SEWER DEPARTMENT (WASAD)**
- VI. FLORIDA POWER AND LIGHT (FPL)**
- VII. CITY OF MIAMI BEACH PUBLIC WORKS DEPARTMENT**
 - A. ROW Permit**
Fee to be waived.
 - B. Building Department - Plumbing, Structural, Electrical**
Fee to be waived.

00407. SCHEDULE OF PRICES BID

Consideration for Indemnification of City

\$25.00

[X] Cost for compliance to all Federal and State requirements
of the Trench Safety Act*

**[NOTE: If the brackets are checked or marked, the Bidder must fill out the Trench
Safety Act sheet , to be considered responsive.]**

00408. SCHEDULE OF PRICES BID

**City OF Miami Beach
ITB No. 09-08/09**

**FOR CONSTRUCTION IMPROVEMENTS FOR THE
NORMANDY SHORES GOLF COURSE CLUBHOUSE FACILITY**

Our TOTAL BASE BID AMOUNT includes the total cost for the work specified in this bid, consisting of furnishing all materials, labor, equipment, supervision, mobilization, demobilization, overhead & profit, insurance, permits and taxes to complete the Work to the full intent as shown or indicated in the Contract Documents.

ITEM NO.	ESTIMATE QUANTITY	DESCRIPTION	TOTAL
-------------	----------------------	-------------	-------

1. For Construction Improvements for the Normandy Shores Golf Course Clubhouse Facility
Overall Comments: _____

Agency or Contact Reference Business Name: _____
Contact Name: _____
Contact Phone and e-mail: _____
Date of Services: _____
Dollar Amount for Services: _____

Division 1 – General Requirements	\$ _____
Division 2 – Sitework	\$ _____
Division 3 – Concrete	\$ _____
Division 4 – Masonry	\$ _____
Division 5 – Metals	\$ _____
Division 6 – Wood and Plastic	\$ _____
Division 7 – Thermal and Moisture Protection	\$ _____
Division 8 – Doors and Windows	\$ _____
Division 9 – Finishes	\$ _____
Division 10 – Specialties	\$ _____
Division 11 – Equipment	\$ _____
Division 12 – Furnishings	\$ _____
Division 13 – Special Construction	\$ _____

BID TENDER FORM - SCHEDULE OF PRICES BID

BID No. 09-08/09

(Continued)

Division 14 – Conveying Systems \$ _____

Division 15 – Mechanical Construction \$ _____

Division 16 – Electrical \$ _____

Lump Sum: (Base Bid) for (Divisions 1- 16): \$ _____

2. Allowance Allowance for permit fees, for the price of: \$ _____
(Base Bid)

3. Lump Sum For consideration for indemnification for the
lump sum of: \$ _____ 25.00

TOTAL BASE BID AMOUNT ITEMS 1-3 \$ _____

Written: _____

_____ **Dollars and** _____ **Cents**

Bidder's affirmation:

FIRM'S NAME (Print or Type): _____

SIGNATURE: _____

TITLE/PRINTED NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX: _____

EMAIL _____

Bidders should not delete or change any items on the "Bid Breakdown" form. However, if a bidder believes that an item on the form is not being used, you should simply indicate N/A for that item. Bidders may add line items as necessary.

BIDDERS ARE REMINDED TO FULLY COMPLETE THE BID BREAKDOWN FORM TO INCLUDE QUANTITIES, UNITS OF MEASURE, UNIT PRICING, AND TOTALS IN ORDER FOR YOUR BID SUBMISSION TO BE DEEMED RESPONSIVE. NON-RESPONSIVE BIDS WILL BE DISQUALIFIED FROM CONSIDERATION FOR AWARD OF CONTRACT.

BID BREAKDOWN

The following unit quantity breakdown is provided for informational purposes only. Bidders shall rely on their own quantity take-offs in the development of their lump sum prices. Cost component of award will be based on the Grand Total Bid (Lump Sum Base Bid plus none, any or all Alternates which will be selected at the City's sole discretion). Bidders must fully complete the Bid Breakdown Form to include quantities, units of measure, unit pricing, and totals in order for the bid submission to be deemed responsive. Non-responsive bids will be disqualified from consideration for award of contract.

Bidders should not delete or change any items on the "Bid Breakdown" form. However, if a bidder believes that an item on the form is not being used, you should simply indicate N/A for that item. Bidders may add line items as necessary.

BIDDERS ARE REMINDED TO FULLY COMPLETE THE BID BREAKDOWN FORM TO INCLUDE QUANTITIES, UNITS OF MEASURE, UNIT PRICING, AND TOTALS IN ORDER FOR YOUR BID SUBMISSION TO BE DEEMED RESPONSIVE. NON-RESPONSIVE BIDS WILL BE DISQUALIFIED FROM CONSIDERATION FOR AWARD OF CONTRACT.

NEIGHBORHOOD: No.

PROJECT: NORMANDY SHORES GOLF COURSE -CLUB HOUSE REPLICA

SUMMARY

DIVISION 1 - GENERAL CONDITIONS			
DIVISION 2 - SITEWORK			
DIVISION 3 - CONCRETE			
DIVISION 4 - MASONRY			
DIVISION 5 - METALS			
DIVISION 6 - WOOD & PLASTICS			
DIVISION 7 - THERMAL AND MOISTURE PROTECTION			
DIVISION 8 - DOORS AND WINDOWS			
DIVISION 9 - FINISHES			
DIVISION 10 - SPECIALTIES			
DIVISION 11 - EQUIPMENT			
DIVISION 12 - FURNISHINGS			
DIVISION 13 - SPECIAL CONSTRUCTION			
DIVISION 14 - CONVEYING			
DIVISION 15 - MECHANICAL			
DIVISION 16 - ELECTRICAL			
TOTAL LUMP SUM BASE BID:			
ALLOWANCES:			
Permit Fees (Base Bid)			
Consideration of Indemnification (Base Bid)			

ALTERNATES:			DESCRIPTION	UNIT QUANTITY	UNIT PRICE	TOTAL
Add Alternate No. 1				EA		
Add Alternate No. 2				LS		
GRAND TOTAL BID:						
DIV.	ITEM NO.	DESCRIPTION	BIDDERS			
			UNIT QUANTITY	UNIT PRICE	TOTAL	
DIVISION 1- GENERAL CONDITIONS						
		SUBTOTAL OF ALL DIVISIONS				
		G.C. OVERHEAD				
		G.C. PROFIT				
		BONC				
		DIVISION 1 - GENERAL CONDITIONS TOTAL:				
DIV.	ITEM NO.	DESCRIPTION	BIDDERS			
			UNIT QUANTITY	UNIT PRICE	TOTAL	
DIVISION 1.00						
	1	General Requirements				
	2	See General conditions below				
Division 2.00 SITE WORK						
	3	Sod				
	4	Irrigation				
	5	Water Line				
	6	Sewer Line				

DIV.	ITEM NO.	DESCRIPTION	BIDDERS		
			UNIT QUANTITY	UNIT PRICE	TOTAL
	7	Grease Trap			
	8	Storm Drainage Structures			
	9	Storm Drainage Pipe			
	10	Asphaltic Pavement Parking, Pavement Marking & Signage			
	11	Chain Link Fence Enclosure & Gates			
	12	Sidewalks			
	13	Building Pad			
	14	Demolition: Clear and grub site including hazardous material			
<u>Division 3 Concrete</u>					
	15	Concrete Grade Beams			
	16	Concrete beams			
	17	Concrete Piles			
	18	Concrete slabs			
<u>Division 4 Masonry</u>					
	19	Exterior Bearing Walls			
<u>Division 5 Metals</u>					
	20	Non-bearing metal framing			
	21	Metal Railings			
	22	Miscellaneous Metals			

DIV.	ITEM NO.	DESCRIPTION	BIDDERS		
			UNIT QUANTITY	UNIT PRICE	TOTAL
<u>Division 6 Wood And Plastics</u>					
	23	Bar Built-in Cabinet			
	24	Wood Trim			
	25	Vinyl Shutters			
	26	Wood Trusses			
	27	Re-install and Re-shape Existing Wood Beams			
	28	Wood T&G Ceiling			
	29	Miscellaneous Rough Carpentry			
<u>Division 7 Thermal and Moisture Protection</u>					
	30	Concrete Tile Roof			
	31	SBS Modified Bitumen Roofing			
	32	Building Insulation			
	33	Sealants			
<u>Division 8 Doors And Windows</u>					
	34	3'-0" Metal Door			
	35	4'-0" Metal Door			
	36	3'-0" Aluminum / Glass Door			
	37	8'-0" Overhead Coiling Door			
	38	2-3'-0" Aluminum / Glass Door			
	39	3'-0" Wood Door			
	40	Windows			

DIV.	ITEM NO.	DESCRIPTION	BIDDERS		
			UNIT QUANTITY	UNIT PRICE	TOTAL
<u>Division 9 Finishes</u>					
	41	Sealed Concrete			
	42	Gypsum Wallboard Ceiling			
	43	Acoustical Ceiling			
	44	Painting - Exterior			
	45	Painting - Interior			
	46	Resilient Tile			
	47	Porcelain Tile			
	48	Epoxy Resin			
	49	Carpet			
	50	Ceramic tile			
	51	Concrete Paver			
	52	Wood Base			
	53	Cementitious Board			
	54	Gypsum Wallboard			
	55	Brick-it Finish			
	56	Stucco finish walls			
	57	Stucco suspended finish			
<u>Division 10 Specialties</u>					
	58	Toilet room accessories			
	59	Lockers & Benches			

DIV.	ITEM NO.	DESCRIPTION	BIDDERS		
			UNIT QUANTITY	UNIT PRICE	TOTAL
<u>Division 11 Equipment</u>					
	60	Kitchen Equipment			
<u>Division 12</u>					
	61	Not Used			
<u>Division 13</u>					
	62	Fire Alarm System			
	63	Security Alarm System			
<u>Division 14</u>					
	64	Not used			
<u>Division 15</u>					
	65	Showers			
	66	Toilet fixtures			
	67	Drains			
	68	Lavatory Fixtures			
	69	Hi- Low Water fountains			
	70	Exhaust Fans			
	71	Kitchen Exhaust			
	72	HVAC Split Sytems w/ ductwork			
	73	Water Heater			
	74	Instant Gas Water Heater			

DIV.	ITEM NO.	DESCRIPTION	BIDDERS		
			UNIT QUANTITY	UNIT PRICE	TOTAL
	75	Mechanical miscellaneous (piping, accessories, etc.)			
<u>Division 16 Electrical</u>					
	76	Receptacles / switches			
	78	Dedicated receptacles			
	79	Telephone outlets			
	80	Wire and cables			
	81	Panelboards / disconnect switches / transformers			
	82	Pendant lighting fixtures			
	83	Recessed lighting Fixtures			
	84	Lay-in 2x2 lights			
	85	Lay-in 2x4 lights			
	86	Lay-in 1x4 lights			
	87	Surface mounted 1x4 lights			
	88	Outdoor lights			
	89	Fans			
	90	Battery Packs			
	91	Lightning protection system			
	92	Miscellaneous Electrical			
		TOTAL LUMP SUM BASE BID:			

00410. BID GUARANTY FORM UNCONDITIONAL LETTER OF CREDIT

Date of Issue _____
Issuing Bank's No. _____
Beneficiary: _____
Applicant: _____
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139 Expiring: Amount: _____
in United States Funds
Date _____
Bid/Contract Number _____

We hereby authorize you to draw on _____
(Bank, Issuer name)
at _____ by order of and for the account
(branch address)
of _____
(contractor, applicant, customer)
up to an aggregate amount, in United States Funds, of _____ available
by your drafts at sight, accompanied by:

A signed statement from the City Manager of the City of Miami Beach, or his authorized representative, that the drawing is due to default in performance of obligations on the part of _____

_____ agreed upon by and
(contractor, applicant, customer)
between City of Miami Beach, Florida and _____
(contractor, applicant, customer)
pursuant to the Bid/Contract No. _____ for _____
(name of project)

Drafts must be drawn and negotiated not later than _____
(expiration date)

Drafts must bear the clause: "Drawn under Letter of Credit No. _____ of
_____ dated _____
(Bank name)

This Letter of Credit sets forth in full terms of our undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any documents, instrument, or agreement referred to herein or to which this Letter of Credit is referred or this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this Letter of Credit that such drafts will be duly honored upon presentation to the drawee.

The execution of the Contract and the submission of the required Performance and Payment Guaranty and Insurance Certificate by the _____
(contractor, applicant, customer)
shall be a release of all obligations.

This Letter of Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (1993 revision), Publication No. 500 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

Authorized Signature

500. SUPPLEMENT TO BID/TENDER FORM:

THIS COMPLETED FORM SHOULD BE SUBMITTED WITH THE BID, HOWEVER, ANY ADDITIONAL INFORMATION NOT INCLUDED IN THE SUBMITTED FORM AS DETERMINED IN THE SOLE DISCRETION OF THE CITY, SHALL BE SUBMITTED WITHIN SEVEN (7) CALENDAR DAYS OF THE CITY'S REQUEST.

QUESTIONNAIRE

The undersigned authorized representative of the Bidder certifies the truth and accuracy of all statements and the answers contained herein.

1. How many years has your organization been in business while possessing one of the licenses, certifications, or registrations specified in Section 00405? Additionally, list below or attach a list of all the names of all individuals team member's included in this bid and their respective responsibility.

License/Certification#/Registration#	# Years
--------------------------------------	---------

_____	_____
_____	_____
_____	_____

- 1A. What business are you in? _____
2. What is the last project of this nature that you have completed?

_____.
3. Have you ever failed to complete any work awarded to you? If so, where and why?

_____.
- 3A. Give owner names, addresses and telephone numbers, and surety and project names, for all projects for which you have performed work, where your surety has intervened to assist in completion of the project, whether or not a claim was made.

_____.
4. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:

4.1. _____
(name) (address) (phone #)

4.2. _____
(name) (address) (phone #)

4.3.

(name)	(address)	(phone #)
--------	-----------	-----------

(phone #)

5. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-venturers.)

[illegible]

(Continue list on insert sheet, if necessary.)

6. Has a representative of the Bidder completely inspected the proposed project and does the Bidder have a complete plan for its performance?

7. What equipment do you own that is available for the work and provide copy of their maintenance records?

Make: _____ **Model:** _____ **Year:** _____

8. What equipment will you purchase for the proposed work?

Make: _____ **Model:** _____ **Year:** _____

9. What equipment will you rent for the proposed work?

Make: **Model:** **Year:**

10. State the name of your proposed project manager and superintendent and give details of his or her qualifications and experience in managing similar work:

11. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name).

11.1 The correct name of the Bidder is _____.

11.2 The business is a (Sole Proprietorship) (Partnership) (Corporation).

11.3 _____
The address of principal place of business is

_____.

11.4 The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

11.5 List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.

11.6. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

- 11.7. List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).

- 11.8 List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.

- 11.9. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization(s) were defendants.

- 11.10. Has the Bidder, its principals, officers or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.

11.11. Under what conditions does the Bidder request Change Orders.

11.12 You must provide the names of all individuals or entities (including your sub-consultants) with a controlling financial interest. The term "controlling financial interest" shall mean the ownership, directly or indirectly, of 10% or more of the outstanding capital stock in any corporation or a direct or indirect interest of 10% or more in a firm. The term "firm" shall mean any corporation, partnership, business trust or any legal entity other than a natural person.

12. Individuals or entities (including our sub-consultants) with a controlling financial interest: _____ have _____ have not contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach. Please provide the name(s) and date(s) of said contributions and to whom said contribution was made.

13. Has the Corporation, Officers of the Corporation, Principal Stockholders, Principals of the Partnership or Owner of Sole Proprietorship ever been indicted, debarred, disqualified or suspended from performing work for the Federal Government or any State or Local Government or subdivision or agency thereof?

_____ Yes _____ No

14. Are any indictments, debarments, disqualifications, or suspensions referenced on the previous page current?

_____ Yes _____ No

If the answer to 13 or 14 is yes, attach a written detailed explanation.

VALIDATION:

The undersigned certifies that the information provided in this questionnaire is correct and accurate.

IF PARTNERSHIP:

Signature

Print Name of Firm

Print Name

Address

Title: _____

IF CORPORATION:

Signature

Print Name of Corporation

Print Name

Address

Title: _____

WITNESS:

Signature

Print Name

Title: _____

(CORPORATE SEAL)

Attest: _____ Secretary

00520. SUPPLEMENT TO BID/TENDER FORM NON-COLLUSION CERTIFICATE

THIS FORM MUST BE SUBMITTED PRIOR TO AWARD FOR BIDDER TO BE DEEMED RESPONSIBLE.

Submitted this _____ day of _____, 2008.

The undersigned, as Bidder, declares that the only persons interested in this Bid are named herein; that no other person has any interest in this Bid or in the Contract to which this Bid pertains; that this Bid is made without connection or arrangement with any other person; and that this Bid is in every respect fair and made in good faith, without collusion or fraud.

The Bidder agrees if this Bid is accepted, to execute an appropriate City of Miami Beach document for the purpose of establishing a formal contractual relationship between the Bidder and the City of Miami Beach, Florida, for the performance of all requirements to which the Bid pertains.

The Bidder states that this Bid is based upon the documents identified by the following number:
Bid No. 09-08/09.

SIGNATURE

PRINTED NAME

TITLE (IF CORPORATION)

00530. SUPPLEMENT TO BID/TENDER FORM
DRUG FREE WORKPLACE CERTIFICATION

**THIS FORM MUST BE SUBMITTED PRIOR TO AWARD FOR BIDDER TO BE
DEEMED RESPONSIBLE.**

The undersigned Bidder hereby certified that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Bidder's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the Contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered Contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
- (5) Notifying the City in writing within ten (10) calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within thirty (30) calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs(1) through (6).

(Bidder Signature)

(Print Vendor Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____ as

(name of person whose signature is being notarized)

(title) of _____,
(name of corporation/company)

known to me to be the person described herein, or who produced _____ as
identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires:_____

00540. SUPPLEMENT TO BID/TENDER FORM TRENCH SAFETY ACT

**IF APPLICABLE, THIS FORM MUST BE SUBMITTED WITH BID FOR BID TO BE
DEEMED RESPONSIVE. (SEE SECTION 00407)**

On October 1, 1990 House Bill 3181, known as the Trench Safety Act became law. This incorporates the Occupational Safety & Health Administration (OSHA) revised excavation safety standards, citation 29 CFR.S.1926.650, as Florida's own standards.

The Bidder, by virtue of the signature below, affirms that the Bidder is aware of this Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Bidder and subcontractors.

The Bidder is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards.

BIDDER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT. THESE ITEMS ARE A BREAKOUT OF THE RESPECTIVE ITEMS INVOLVING TRENCHING AND WILL NOT BE PAID SEPARATELY. THEY ARE NOT TO BE CONFUSED WITH BID ITEMS IN THE SCHEDULE OF PRICES, NOR BE CONSIDERED ADDITIONAL WORK.

The Bidder further identified the costs and methods summarized below:

Description	Unit	Quantity Price	Unit Price	Extended .	Method
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total \$ _____

IN ORDER TO BE CONSIDERED RESPONSIVE, THE BIDDER MUST COMPLETE* THIS FORM, SIGN AND SUBMIT IT WITH ITS BID DOCUMENT.

Name of Bidder

Authorized Signature of Bidder

***COMPLETION REQUIRES FILLING IN THE APPROPRIATE DETAILS UNDER THE HEADINGS, i.e., DESCRIPTION, UNIT, QUANTITY PRICE, UNIT PRICE, EXTENDED, AND METHOD.**

00550. RECYCLED CONTENT INFORMATION

In support of the Florida Waste Management Law, Bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The City is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); and the percentage of recycled material contained in the product. The City also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

00600. CONTRACT:

CONTRACT

THIS IS A CONTRACT, by and between the City of Miami Beach, a political subdivision of the State of Florida, hereinafter referred to as City, and _____, hereinafter referred to as Contractor .

W I T N E S S E T H, that Contractor and City, for the considerations hereinafter named, agree as follows:

ARTICLE 1

SCOPE OF WORK

Contractor hereby agrees to furnish all of the labor, materials, equipment services and incidentals necessary to perform all of the work described in the Contract Documents and related thereto for the Project.

ARTICLE 2

CONTRACT TIME

- 2.1 Contractor shall be instructed to commence the Work by written instructions in the form of a Standing Order issued by the City's Procurement Director and a Notice to Proceed issued by the Contract Administrator. Two (2) Notices to Proceed will be issued for this Contract. Contractor shall commence scheduling activities, permit applications and other preconstruction work within five (5) calendar days after the Project Initiation Date, which shall be the same as the date of the first Notice to Proceed. The first Notice to Proceed and Purchase Order will not be issued until Contractor's submission to City of all required documents (including but limited to: Payment and Performance Bonds, and Insurance Certificate) and after execution of the Contract by both parties.
- 2.1.1. The receipt of all necessary permits by Contractor and acceptance of the full progress schedule in accordance with technical specifications section, submittal schedule and schedule of values is a condition precedent to the issuance of a second Notice to Proceed to mobilize on the Project site and commence with physical construction of the work. The Contractor shall submit all necessary documents required by this provision within **twenty-one (21)** calendar days of the issuance of the first Notice to Proceed.
- 2.2 Time is of the essence throughout this Contract. This project shall be substantially completed within 365 calendar days from the issuance of the second Notice to Proceed, and completed and ready for final payment in accordance with Article 5 within **thirty (30)** calendar days from the date certified by Consultant as the date of Substantial Completion.

- 2.3 Upon failure of Contractor to substantially complete the Contract within the specified period of time, plus approved time extensions, Contractor shall pay to City the sum of **\$1,000** for each calendar day after the time specified in Section 2.2 above, plus any approved time extensions, for Substantial Completion. After Substantial Completion should Contractor fail to complete the remaining work within the time specified in Section 2.2 above, plus approved time extensions thereof, for completion and readiness for final payment, Contractor shall pay to City the sum of **\$1,000** for each calendar day after the time specified in Section 2.2 above, plus any approved extensions, for completion and readiness for final payment. These amounts are not penalties but are liquidated damages to City for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by City as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete the Contract on time.

The above-stated liquidated damages shall apply separately to each portion of the Project for which a time for completion is given.

- 2.4 City is authorized to deduct liquidated damages from monies due to Contractor for the Work under this Contract or as much thereof as City may, in its sole discretion, deem just and reasonable.
- 2.5 Contractor shall be responsible for reimbursing City, in addition to liquidated damages, for all costs incurred by Consultant in administering the construction of the Project beyond the completion date specified above, plus approved time extensions. Consultant construction administration costs shall be pursuant to the contract between City and Consultant, a copy of which is available upon request of the Contract Administrator. All such costs shall be deducted from the monies due Contractor for performance of Work under this Contract by means of unilateral credit change orders issued by City as costs are incurred by Consultant and agreed to by City.

ARTICLE 3

THE CONTRACT SUM

- ☐ This is a Unit Price Contract:*

- 3.1 City shall pay to Contractor the amounts determined for the total number of each of the units of work completed at the unit price stated in the schedule of prices bid. The number of units contained in this schedule is an estimate only, and final payment shall be made for the actual number of units incorporated in or made necessary by the Work covered by the Contract Documents.
- 3.2 Payment shall be made at the unit prices applicable to each integral part of the Work. These prices shall be full compensation for all costs, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown, or both, in the Contract Documents. The cost of any item of work not covered by a definite Contract unit price shall be included in the Contract unit price or lump sum price to which the item is most applicable.

[X] This is a Lump Sum Contract:*

- 3.1 City shall pay to Contractor for the performance of the Work described in the Contract Documents, the total price stated as awarded.
- 3.2 Payment shall be at the lump sum price stated in the Contract. This price shall be full compensation for all costs, including overhead and profit, associated with completion of all the work in full conformity with the requirements as stated or shown, or both, in the Contract Documents. The cost of any item of work not covered by a definite Contract lump sum should be included in the lump sum price to which the item is most applicable.

*Note: Some Projects include both unit prices and lump sums in which case both sections shall apply to the Work identified for each type of Contract.

ARTICLE 4

PROGRESS PAYMENTS

- 4.1 Contractor may make Application for Payment for work completed during the Project at intervals of not more than once a month. Contractor's application shall show a complete breakdown of the Project components, the quantities completed and the amount due, together with such supporting evidence as may be required by Consultant. Contractor shall include, but same shall be limited to, at Consultant's discretion, with each Application for Payment, an updated progress schedule acceptable to Consultant as required by the Contract Documents and a release of liens and consent of surety relative to the work which is the subject of the Application. Each Application for Payment shall be submitted in triplicate to Consultant for approval. City shall make payment to Contractor within thirty (30) days after approval by Consultant of Contractor's Application for Payment and submission of an acceptable updated progress schedule.
- 4.2 Ten percent (10%) of all monies earned by Contractor shall be retained by City until Final Completion and acceptance by City in accordance with Article 5 hereof, except that after ninety percent (90%) of the Work has been completed, the Contract Administrator may reduce the retainage to five percent (5%) of all monies previously earned and all monies earned thereafter. Any reduction in retainage shall be in the sole discretion of the Contract Administrator, shall be recommended by Consultant and Contractor shall have no entitlement to a reduction. Any interest earned on retainage shall accrue to the benefit of City. All requests for retainage reduction shall be in writing in a separate stand alone document.
- 4.3 City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
 - 4.3.1 Defective work not remedied.
 - 4.3.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City because of Contractor's performance.

- 4.3.3 Failure of Contractor to make payments properly to Subcontractors or for material or labor.
- 4.3.4 Damage to another contractor not remedied.
- 4.3.5 Liquidated damages and costs incurred by Consultant for extended construction administration.
- 4.3.6 Failure of Contractor to provide any and all documents required by the Contract Documents.

When the above grounds are removed or resolved satisfactory to the Contract Administrator, payment shall be made in whole or in part.

ARTICLE 5

ACCEPTANCE AND FINAL PAYMENT

- 5.1 Upon receipt of written notice from Contractor that the Work is ready for final inspection and acceptance, Consultant shall, within ten (10) calendar days, make an inspection thereof. If Consultant and Contract Administrator find the Work acceptable, the requisite documents have been submitted and the requirements of the Contract Documents fully satisfied, and all conditions of the permits and regulatory agencies have been met, a Final Certificate of Payment (Form 00926) shall be issued by Consultant, over its signature, stating that the requirements of the Contract Documents have been performed and the Work is ready for acceptance under the terms and conditions thereof.
- 5.2 Before issuance of the Final Certificate for Payment, Contractor shall deliver to Consultant a complete release of all liens arising out of this Contract, receipts in full in lieu thereof; an affidavit certifying that all suppliers and subcontractors have been paid in full and that all other indebtedness connected with the Work has been paid, and a consent of the surety to final payment; the final corrected as-built drawings; and the final bill of materials, if required, and invoice.
- 5.3 If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of Contractor, and Consultant so certifies, City shall, upon certificate of Consultant, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- 5.4 Final payment shall be made only after the City Manager or his designee has reviewed a written evaluation of the performance of Contractor prepared by the Contract Administrator, and approved the final payment. The acceptance of final payment shall constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the General Conditions and identified by Contractor as unsettled at the time of the application for final payment.

ARTICLE 6

MISCELLANEOUS

6.1 This Contract is part of, and incorporated in, the Contract Documents as defined herein. Accordingly, all of the documents incorporated by the Contract Documents shall govern this Project.

6.2 Where there is a conflict between any provision set forth within the Contract Documents and a more stringent state or federal provision which is applicable to this Project, the more stringent state or federal provision shall prevail.

6.3 Public Entity Crimes

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.

6.4 Independent Contractor

Contractor is an independent contractor under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees, or agents of the City. This Contract shall not constitute or make the parties a partnership or joint venture.

6.5 Third Party Beneficiaries

Neither Contractor nor City intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract.

6.6 Notices

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified.

The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For City:

Procurement Division
1700 Convention Center Drive
Miami Beach, Florida 33139
Attn: Gus Lopez, Procurement Director

With copies to:

City Attorney
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

For Contractor:

6.7 Assignment and Performance

Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, Contractor shall not subcontract any portion of the work required by this Contract except as authorized by Section 27 of the General Conditions. Contractor represents that all persons delivering the services required by this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Work and to provide and perform such services to City's satisfaction for the agreed compensation.

Contractor shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

6.8 Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth in these Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof.

City's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of

this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

6.9 Severance

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Contractor elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.10 Applicable Law and Venue

This Contract shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **By entering into this Contract, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Project. Contractor, shall specifically bind all subcontractors to the provisions of this Contract.**

6.11 Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the Board and Contractor .

6.12 Prior Agreements

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 6.11 above.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

ATTEST:

THE CITY OF MIAMI BEACH

City Clerk

Mayor

Contractor MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

Contractor

ATTEST:

(Name of Corporation)

(Secretary)

By:

(Signature)

(Corporate Seal)

(Print Name and Title)

____ day of _____, 20____.

[If not incorporated sign below.]

Contractor

WITNESSES:

By:

(Name of Firm)

(Signature)

(Print Name and Title)

____ day of _____, 20____.

CITY REQUIRES FOUR (4) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION.

00708. FORM CERTIFICATE OF INSURANCE

A form Certificate of Insurance will be attached here.

FORM OF PERFORMANCE BOND

BY THIS BOND, We _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the City of Miami Beach, Florida, as Oblige, hereinafter called City, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Bid/Contract No.: _____, awarded the _____ day of _____, 20____, with City which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor :

1. Performs the Contract between Contractor and City for construction of _____, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Pays City all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that City sustains as a result of default by Contractor under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and declared by City to be, in default under the Contract, City having performed City obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 3.1. Complete the Project in accordance with the terms and conditions of the Contract Documents; or
- 3.2. Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract Documents, and upon determination by Surety of the lowest responsible Bidder, or, if City elects, upon determination by City and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and City, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract

FORM OF PERFORMANCE BOND (Continued)

or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor .

No right of action shall accrue on this bond to or for the use of any person or corporation other than City named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20_____.

WITNESSES:

(Name of Corporation)

Secretary

By:

(Signature)

(CORPORATE SEAL)

(Print Name and Title)

IN THE PRESENCE OF:

INSURANCE COMPANY:

By:

Agent and Attorney-in-Fact

Address:

(Street)

(City/State/Zip Code)

Telephone No.:

00720. FORM OF PAYMENT BOND

BY THIS BOND, We _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the City of Miami Beach, Florida, as Obligee, hereinafter called City, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Bid/Contract No.: _____, awarded the _____ day of _____, 20____, with City which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor :

1. Pays City all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that City sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) for all labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract;

THEN Contractor 'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

- 2.1. A claimant, except a laborer, who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to Contractor a notice that he intends to look to the bond for protection.
- 2.2. A claimant who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.
- 2.3. No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding conditions (2.1) and (2.2) have been given.

2.4. Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect the Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20____.

Contractor

ATTEST:

(Name of Corporation)

(Secretary)

By: _____
(Signature)

(Corporate Seal)

(Print Name and Title)

____ day of _____, 20____.

IN THE PRESENCE OF:

INSURANCE COMPANY:

By: _____
Agent and Attorney-in-Fact

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____

00721. CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and Payment Bond (Performance Bond and Payment Bond); that _____, who signed the Bond(s) on behalf of the Principal, was then _____ of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond(s) was (were) duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

Secretary (on behalf of) (SEAL)

Corporation

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared _____ to me well known, who being by me first duly sworn upon oath says that he/she has been authorized to execute the foregoing Performance and Payment Bond (Performance Bond and Payment Bond) on behalf of Contractor named therein in favor of City.

Subscribed and Sworn to before me this _____ day of _____, 20____.

My commission expires:

Notary Public, State of Florida at Large

Bonded by _____

00735. PERFORMANCE AND PAYMENT GUARANTY FORM
UNCONDITIONAL LETTER OF CREDIT:

Date of Issue _____

Issuing Bank's No. _____

Beneficiary:

City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

Applicant:

Amount: _____
in United States Funds

Expiry:
(Date)

Bid/Contract Number _____

We hereby authorize you to draw on _____
(Bank, Issuer name)

at _____ by order
(branch address)

of and for the account of _____
(contractor, applicant, customer)

up to an aggregate amount, in United States Funds, of _____ available by your
drafts at sight, accompanied by:

1. A signed statement from the City Manager or his authorized designee, that the drawing is due to default in performance of certain obligations on the part _____
(contractor, applicant, customer) agreed upon by and between the City of Miami Beach, Florida and _____ (contractor), pursuant to the _____
(applicant, customer) Bid/Contract No. _____ for _____ (name of project) and Section 255.05, Florida Statutes.

Drafts must be drawn and negotiated not later than _____.
(expiration date)

Drafts must bear the clause: "Drawn under Letter of Credit No. _____
(Number), of _____ (Bank name) dated _____.

This Letter of Credit shall be renewed for successive periods of one (1) year each unless we provide the City of Miami Beach with written notice of our intent to terminate the credit herein extended, which notice must be provided at least thirty (30) days prior to the expiration date of the original term hereof or any renewed one (1) year term. Notification to the City that this Letter of Credit will expire prior to performance of the contractor's obligations will be deemed a default.

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, or amplified by reference to any documents, instrument, or agreement referred to herein or to which this Letter of Credit is referred or this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this credit that such drafts will be duly honored upon presentation to the drawee.

Obligations under this Letter of Credit shall be released one (1) year after the Final Completion of the Project by the _____.
(contractor, applicant, customer)

This Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (1993 revision), Publication No. 500 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

Authorized Signature

00800. GENERAL CONDITIONS:

1. Project Manual:

- 1.1. The Project Manual includes any general or special Contract conditions or specifications attached hereto.
- 1.2. The Project Manual, along with all documents that make up and constitute the Contract Documents, shall be followed in strict accordance as to work, performance, material, and dimensions except when Consultant may authorize, in writing, an exception.
- 1.3. Dimensions given in figures are to hold preference over scaled measurements from the drawings; however, all discrepancies shall be resolved by Consultant. Contractor shall not proceed when in doubt as to any dimension or measurement, but shall seek clarification from Consultant.
- 1.4. Contractor shall be furnished three (3) copies, free of charge, of the Project Manual; two of which shall be preserved and always kept accessible to Consultant and Consultant's authorized representatives. Additional copies of the Project Manual may be obtained from City at the cost of reproduction.

2. Intention of City:

It is the intent of City to describe in the Contract Documents a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents and in accordance with all codes and regulations governing construction of the Project. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied by Contractor whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of bids and Contractor shall comply therewith. City shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

3. Preliminary Matters:

- 3.1. Within five (5) calendar days prior to the pre-construction meeting described in Section 3.2, Contractor shall submit to Consultant for Consultant's review and acceptance:

- 3.1.1. A progress schedule in the indicated form:

☐ Bar Chart

☐ Modified CPM

☐ CPM

☒ Computerized CPM

(CPM shall be interpreted to be generally as outlined in the Association of General Contractors (AGC) publication, "The Use of CPM in Construction.")

The progress schedule shall indicate the start and completion dates of the various stages of the Work and shall show an activity network for the planning and execution of the Work. Included with the progress schedule shall be a narrative description of the progress schedule. The progress schedule must be updated monthly by Contractor, submitted as part of each Application for Payment and shall be acceptable to Consultant.

3.1.2. A preliminary schedule of Shop Drawing submissions; and

3.1.3. In a lump sum contract or in a contract which includes lump sum bid items of Work, a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of work which will be confirmed in writing by Contractor at the time of submission.

[] Such prices shall be broken down to show labor, equipment, materials and overhead and profit.

3.1.4. After award but prior to the submission of the progress schedule, Consultant, Contract Administrator and Contractor shall meet with all utility owners and secure from them a schedule of utility relocation, provided, however, neither Consultant nor City shall be responsible for the nonperformance by the utility owners.

3.2. At a time specified by Consultant but before Contractor starts the work at the Project site, a conference attended by Contractor, Consultant and others as deemed appropriate by Contract Administrator, will be held to discuss the schedules referred to in Section 3.1, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

3.3. Within thirty-five (35) days from the Project Initiation Date set forth in the Notice to Proceed, a conference attended by Contractor, Consultant and others, as appropriate, will be held to finalize the schedules submitted in accordance with Section 3.1. Within forty-five (45) days after the Project Initiation Date set forth in the Notice to Proceed, the Contractor shall revise the original schedule submittal to address all review comments from the CPM review conference and resubmit for Consultant review. The finalized progress schedule will be accepted by Consultant only as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance shall not constitute acceptance by

City or Consultant of the means or methods of construction or of the sequencing or scheduling of the Work, and such acceptance will neither impose on Consultant or City responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility therefore. The finalized schedule of Shop Drawing submissions must be acceptable to Consultant as providing a workable arrangement for processing the submissions. The finalized schedule of values pursuant to Section 3.1.3 above must be acceptable to Consultant as to form and substance.

4. Performance Bond and Payment Bond:

Within fifteen (15) calendar days of being notified of the award, Contractor shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond and Payment Bond attached hereto as forms 00710 and 00720.

4.1. Each Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to City the completion and performance of the work covered in such Contract as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this Project. Each Bond shall be with a surety company which is qualified pursuant to Article 5.

4.2. Each Bond shall continue in effect for one year after Final Completion and acceptance of the work with liability equal to one hundred percent (100%) of the Contract sum, or an additional bond shall be conditioned that Contractor will, upon notification by City, correct any defective or faulty work or materials which appear within one year after Final Completion of the Contract.

4.3. Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as may be amended from time to time, Contractor shall ensure that the bond(s) referenced above shall be recorded in the public records of Miami-Dade County and provide City with evidence of such recording.

4.4. Alternate Form of Security:

In lieu of a Performance Bond and a Payment Bond, Contractor may furnish alternate forms of security which may be in the form of cash, money order, certified check, cashier's check or unconditional letter of credit in the form attached hereto as Form 00735. Such alternate forms of security shall be subject to the prior approval of City and for same purpose and shall be subject to the same conditions as those applicable above and shall be held by City for one year after completion and acceptance of the Work.

5. Qualification of Surety

5.1. Bid Bonds, Performance Bonds and Payment Bonds over Five Hundred Thousand Dollars (\$500,000.00):

5.1.1. Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in

business with a record of successful continuous operation for at least five (5) years.

- 5.1.2. The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR Section 223.10, Section 223.111). Further, the surety company shall provide City with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner.
- 5.1.3. The City will accept a surety bond from a company with a rating of B+ or better for bonds up to \$2 million, provided, however, that if any surety company appears on the watch list that is published quarterly by Intercom of the Office of the Florida Insurance Commissioner, the City shall review and either accept or reject the surety company based on the financial information available to the City. A surety company that is rejected by the City may be substituted by the Bidder or proposer with a surety company acceptable to the City, only if the bid amount does not increase. The following sets forth, in general, the acceptable parameters for bonds:

<u>Amount of Bond</u>	<u>Policy- Financial holder's Ratings</u>	<u>Size Category</u>
500,001 to 1,000,000	B+	Class I
1,000,001 to 2,000,000	B+	Class II
2,000,001 to 5,000,000	A	Class III
5,000,001 to 10,000,000	A	Class IV
10,000,001 to 25,000,000	A	Class V
25,000,001 to 50,000,000	A	Class VI
50,000,001 or more	A	Class VII

- 5.2. For projects of \$500,000.00 or less, City may accept a Bid Bond, Performance Bond and Payment Bond from a surety company which has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code, as may be amended from time to time. The Certificate and Affidavit so certifying (Form 00722) should be submitted with the Bid Bond and also with the Performance Bond and Payment Bond.
- 5.3. More stringent requirements of any grantor agency are set forth within the Supplemental Conditions. If there are no more stringent requirements, the provisions of this section shall apply.

6. Indemnification

- 6.1 Contractor shall indemnify and hold harmless City, its officers, agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Agreement. Except as specifically provided herein, this Agreement does not require Contractor to indemnify City, its employees, officers, directors, or agents from any liability, damage, loss, claim, action, or proceeding. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against City by reason of any such claim or demand, Contractor shall, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to City.
- 6.2 The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description covered by Section 6.1 above which may be brought against City whether performed by Contractor, or persons employed or utilized by Contractor.

7. Insurance Requirements:

- 7.1. Without limiting any of the other obligations or liabilities of Contractor, Contractor shall provide, pay for, and maintain in force until all of its work to be performed under this Contract has been completed and accepted by City (or for such duration as is otherwise specified hereinafter), the insurance coverages set forth herein.
- 7.1.1. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:
- 7.1.1.1. Employers' Liability with a limit of **One Million Dollars (\$1,000,000.00)** Dollars (\$) each accident.
- 7.1.1.2. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.
- 7.1.2. Comprehensive General Liability with minimum limits of **One Million Dollars (\$1,000,000.00)** per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

[X] 7.1.2.1. Premises and/or Operations.

☒ 7.1.2.2. Independent Contractors.

☒ 7.1.2.3. Products and/or Completed Operations for contracts over Fifty Thousand Dollars (\$50,000.00) Contractor shall maintain in force until at least three years after completion of all work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.

☒ 7.1.2.4. Explosion, Collapse and Underground Coverages.

☒ 7.1.2.5. Broad Form Property Damage.

☒ 7.1.2.6. Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.

☐ 7.1.2.7. Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

☒ 7.1.2.8. City is to be expressly included as an Additional Insured with respect to liability arising out of operations performed for City by or on behalf of Contractor or acts or omissions of Contractor in connection with general supervision of such operation.

7.1.3. Business Automobile Liability with minimum limits of **One Million Dollars (\$1,000,000.00)** per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

7.1.3.1. Owned Vehicles.

7.1.3.2. Hired and Non-Owned Vehicles.

7.1.3.3. Employers' Non-Ownership. (Not Applicable to this bid)

☒ 7.1.4. Builder's Risk insurance for the construction of and/or addition to aboveground buildings or structures is/is not required. The coverage shall be "All Risk" coverage for 100 percent of the completed value, covering City as a named insured, with a deductible of not more than Five Thousand Dollars (\$5,000.00) each claim.

7.1.4.1. Waiver of Occupancy Clause or Warranty--Policy must be specifically endorsed to eliminate any "Occupancy Clause"

or similar warranty or representation that the building(s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance of the building(s), addition(s) or structure(s) by City.

- [] 7.1.4.2. Flood Insurance--When the buildings or structures are located within an identified special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures, or, the maximum amount of flood insurance coverage available under the National Flood Program.
- [] 7.1.5. Installation Floater for the installation of machinery and/or equipment into an existing structure is/is not required. The coverage shall be "All Risk" coverage including installation and transit for 100 percent of the "installed replacement cost value," covering City as a named insured, with a deductible of not more than Five Thousand Dollars (\$5,000.00) each claim.
 - 7.1.5.1. Cessation of Insurance--Coverage is not to cease and is to remain in force (subject to cancellation notice) until final acceptance by City.
 - 7.1.5.2. Flood Insurance--When the machinery or equipment is located within an identified special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structure, or, the maximum amount of flood insurance coverage available under the National Flood Program.
- 7.2. If the initial insurance expires prior to the completion of the work, renewal copies of policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- 7.3. Notice of Cancellation and/or Restriction--The policy(ies) must be endorsed to provide City with at least thirty (30) days notice of cancellation and/or restriction.
- 7.4. Contractor shall furnish to the City's Risk Manager Certificates of Insurance or endorsements evidencing the insurance coverage specified above within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. The Certificate of Insurance shall be in form similar to and contain the information set forth in Form 00708.
- 7.5. The official title of the Owner is the City of Miami Beach, Florida. This official title shall be used in all insurance documentation.

8. Labor and Materials:

- 8.1. Unless otherwise provided herein, Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- 8.2. Contractor shall at all times enforce strict discipline and good order among its employees and subcontractors at the Project site and shall not employ on the Project any unfit person or anyone not skilled in the work to which they are assigned.

9. Royalties and Patents:

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in this Contract for said work.

10. Weather:

Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to Article 40. These time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent Contractor from productively performing controlling items of work identified on the accepted schedule or updates resulting in:

- (1) Contractor being unable to work at least fifty percent (50%) of the normal workday on controlling items of work identified on the accepted schedule or updates due to adverse weather conditions; or
- (2) Contractor must make major repairs to the Work damaged by weather. Providing the damage was not attributable to a failure to perform or neglect by Contractor, and providing that Contractor was unable to work at least fifty percent (50%) of the normal workday on controlling items of work identified on the accepted schedule or updates.

11. Permits, Licenses and Impact Fees:

- 11.1. Except as otherwise provided within the Supplemental Conditions, all permits and licenses required by federal, state or local laws, rules and regulations necessary for the prosecution of the Work undertaken by Contractor pursuant to this Contract shall be secured and paid for by Contractor. It is Contractor's responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and valid for the jurisdiction in which the Work is to be performed for all persons working on the Project for whom a Certificate of Competency is required.

- 11.2. Impact fees levied by the City and/or Miami-Dade County shall be paid by Contractor . Contractor shall be reimbursed only for the actual amount of the impact fee levied by the municipality as evidenced by an invoice or other acceptable documentation issued by the municipality. Reimbursement to Contractor in no event shall include profit or overhead of Contractor .

12. Resolution of Disputes:

- 12.1 To prevent all disputes and litigation, it is agreed by the parties hereto that Consultant shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Contract as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents and Consultant's estimates and decisions upon all claims, questions, difficulties and disputes shall be final and binding to the extent provided in Section 12.2. Any claim, question, difficulty or dispute which cannot be resolved by mutual agreement of City and Contractor shall be submitted to Consultant in writing within twenty-one (21) calendar days. Unless a different period of time is set forth herein, Consultant shall notify City and Contractor in writing of Consultant's decision within twenty-one (21) calendar days from the date of the submission of the claim, question, difficulty or dispute, unless Consultant requires additional time to gather information or allow the parties to provide additional information. All nontechnical administrative disputes shall be determined by the Contract Administrator pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, Contractor , Consultant and City shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction.
- 12.2 In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within ten (10) days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) days after Final Completion of the Work, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.

13. Inspection of Work:

- 13.1. Consultant and City shall at all times have access to the Work, and Contractor shall provide proper facilities for such access and for inspecting, measuring and testing.

- 13.1.1. Should the Contract Documents, Consultant's instructions, any laws, ordinances, or any public authority require any of the Work to be specially tested or approved, Contractor shall give Consultant timely notice of readiness of the Work for testing. If the testing or approval is to be made by an authority other than City, timely notice shall be given of the date fixed for such testing. Testing shall be made promptly, and, where practicable, at the source of supply. If any of the Work should be covered up without approval or consent of Consultant, it must, if required by Consultant, be uncovered for examination and properly restored at Contractor's expense.
- 13.1.2. Reexamination of any of the Work may be ordered by Consultant with prior written approval by the Contract Administrator, and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with the Contract Documents, City shall pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with the Contract Documents, Contractor shall pay such cost.
- 13.2. Inspectors shall have no authority to permit deviations from, nor to relax any of the provisions of, the Contract Documents nor to delay the Contract by failure to inspect the materials and work with reasonable promptness without the written permission or instruction of Consultant.
- 13.3. The payment of any compensation, whatever may be its character or form, or the giving of any gratuity or the granting of any favor by Contractor to any inspector, directly or indirectly, is strictly prohibited, and any such act on the part of Contractor will constitute a breach of this Contract.
- 14. Superintendence and Supervision:
 - 14.1. The orders of City are to be given through Consultant, which instructions are to be strictly and promptly followed in every case. Contractor shall keep on the Project during its progress, a full-time competent English speaking superintendent and any necessary assistants, all satisfactory to Consultant. The superintendent shall not be changed except with the written consent of Consultant, unless the superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ. The superintendent shall represent Contractor and all directions given to the superintendent shall be as binding as if given to Contractor and will be confirmed in writing by Consultant upon the written request of Contractor. Contractor shall give efficient supervision to the Work, using its best skill and attention.
 - 14.2. Daily, Contractor's superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected progress of the Work; time of commencement of work for the day; the work being performed; materials, labor, personnel, equipment and subcontractors at the Project site; visitors to the Project site, including representatives of, Consultant, regulatory representatives; any special or unusual conditions or occurrences encountered; and the time of termination of

work for the day. All information shall be recorded in the daily log in ink. The daily log shall be kept on the Project site and shall be available at all times for inspection and copying by City and Consultant.

- 14.3. The Contract Administrator, Contractor and Consultant shall meet at least weekly or as determined by the Contract Administrator, during the course of the Work to review and agree upon the work performed to date and to establish the controlling items of work for the next two weeks. The Consultant shall publish, keep, and distribute minutes and any comments thereto of each such meeting.
- 14.4. If Contractor , in the course of prosecuting the Work, finds any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors, omissions, or discrepancies in the Project Manual, it shall be Contractor 's duty to immediately inform Consultant, in writing, and Consultant will promptly review the same. Any work done after such discovery, until authorized, will be done at Contractor 's sole risk.
- 14.5. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

15. City's Right to Terminate Contract:

- 15.1. If Contractor fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Contract Administrator may give notice in writing to Contractor and its Surety of such delay, neglect or default, specifying the same. If Contractor , within a period of five (5) calendar days after such notice, shall not proceed in accordance therewith, then City may upon written certificate from Consultant of the fact of such delay, neglect or default and Contractor 's failure to comply with such notice, terminate the services of Contractor , exclude Contractor from the Project site and take the prosecution of the Work out of the hands of Contractor , and appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable. In such case, Contractor shall not be entitled to receive any further payment until the Project is completed. In addition City may enter into an agreement for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in City's sole opinion shall be required for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in City's sole opinion shall be required for the completion of the Project in an

acceptable manner. All damages, costs and charges incurred by City,, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor . In case the damages and expenses so incurred by City shall exceed the unpaid balance, then Contractor shall be liable and shall pay to City the amount of said excess.

- 15.2. If after notice of termination of Contractor 's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 15.3 below.
- 15.3. This Contract may be terminated for convenience in writing by City upon ten (10) days written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work/services satisfactorily performed. No payment shall be made for profit for work/services which have not been performed.
- 15.4. Upon receipt of Notice of Termination pursuant to Sections 15.1 or 15.3 above, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.

16. Contractor 's Right to Stop Work or Terminate Contract:

Should Consultant fail to review and approve or state in writing reasons for nonapproval of any Application for Payment within twenty (20) days after it is presented, or if City fails either to pay Contractor within thirty (30) days after presentation by Consultant of any sum certified by Consultant, or to notify Contractor and Consultant in writing of any objection to the Application for Payment, then Contractor may, give written notice to City and Consultant of such delay, neglect or default, specifying the same. If City or Consultant (where applicable), within a period of ten (10) calendar days after such notice shall not remedy the delay, neglect, or default upon which the notice is based, then Contractor may stop work or terminate this Contract and recover from City payment for all work executed and reasonable expenses sustained therein plus reasonable termination expenses. Any objection made by City to an Application for Payment shall be submitted to Consultant in accordance with the provisions of Article 12 hereof.

17. Assignment:

Neither party hereto shall assign the Contract or any subcontract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Mayor and City Commission.

18. Rights of Various Interests:

Whenever work being done by City's forces or by other contractors is contiguous to or within the limits of work covered by this Contract, the respective rights of the various interests involved shall be established by the Contract Administrator to secure the completion of the various portions of the work in general harmony.

19. Differing Site Conditions:

In the event that during the course of the Work Contractor encounters subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor, without disturbing the conditions and before performing any work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify City and Consultant in writing of the existence of the aforesaid conditions. Consultant and City shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Consultant, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Consultant shall recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If City and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to Consultant for determination in accordance with the provisions of Article 12. Should Consultant determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract, Consultant shall so notify City and Contractor in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto.

No request by Contractor for an equitable adjustment to the Contract under this provision shall be allowed unless Contractor has given written notice in strict accordance with the provisions of this Article. No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Consultant as the date of substantial completion.

20. Plans and Working Drawings:

City, through Consultant, shall have the right to modify the details of the plans and specifications, to supplement the plans and specifications with additional plans, drawings or additional information as the Work proceeds, all of which shall be considered as part of the Project Manual. In case of disagreement between the written and graphic portions of the Project Manual, the written portion shall govern.

21. Contractor to Check Plans, Specifications and Data:

Contractor shall verify all dimensions, quantities and details shown on the plans, specifications or other data received from Consultant, and shall notify Consultant of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery. Contractor will not be allowed to take advantage of any error, omission or discrepancy, as full instructions will be furnished by Consultant. Contractor shall not be liable for damages resulting from errors, omissions or discrepancies in the Contract Documents unless Contractor recognized such error, omission or discrepancy and knowingly failed to report it to Consultant.

22. Contractor 's Responsibility for Damages and Accidents:

22.1. Contractor shall accept full responsibility for the Work against all loss or damage of whatsoever nature sustained until final acceptance by City, and shall promptly repair any damage done from any cause whatsoever, except as provided in Article 29.

22.2. Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by City, Contractor shall replace same without cost to City, except as provided in Article 29.

23. Warranty:

Contractor warrants to City that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by Consultant, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Article 25 herein.

24. Supplementary Drawings:

24.1. When, in the opinion of Consultant, it becomes necessary to explain the Work to be done more fully, or to illustrate the Work further, or to show any changes which may be required, supplementary drawings, with specifications pertaining thereto, will be prepared by Consultant.

24.2. The supplementary drawings shall be binding upon Contractor with the same force as the Project Manual. Where such supplementary drawings require either less or more than the original quantities of work, appropriate adjustments shall be made by Change Order.

25. Defective Work:

25.1. Consultant shall have the authority to reject or disapprove work which Consultant finds to be defective. If required by Consultant, Contractor shall promptly either

correct all defective work or remove such defective work and replace it with nondefective work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

- 25.2. Should Contractor fail or refuse to remove or correct any defective work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by Consultant, City shall have the authority to cause the defective work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by City in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor, or may be charged against the Performance Bond. In the event of failure of Contractor to make all necessary repairs promptly and fully, City may declare Contractor in default.
- 25.3. If, within one (1) year after the date of substantial completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract Documents, or by any specific provision of the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from City, shall promptly correct such defective or nonconforming Work within the time specified by City without cost to City, to do so. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to, Article 23 hereof and any claim regarding latent defects.
- 25.4. Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered, or obligate City to final acceptance.

26. Taxes

Contractor shall pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

27. Subcontracts:

- 27.1. Contractor shall not employ any subcontractor against whom City or Consultant may have a reasonable objection. Contractor shall not be required to employ any subcontractor against whom Contractor has a reasonable objection.
- 27.2. Contractor shall be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by its subcontractors and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and City or any obligation on the part of City to pay or to see the payment of any monies due any

subcontractor. City or Consultant may furnish to any subcontractor evidence of amounts paid to Contractor on account of specific work performed.

27.3. Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of City.

[] 27.4. Contractor shall perform the Work with its own organization, amounting to not less than 15% percent of the Contract Price.

28. Separate Contracts:

28.1. City reserves the right to let other contracts in connection with this Project. Contractor shall afford other persons reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate this Work with theirs.

28.2. If any part of Contractor's Work depends for proper execution or results upon the work of any other persons, Contractor shall inspect and promptly report to Consultant any defects in such work that render it unsuitable for such proper execution and results. Contractor 's failure to so inspect and report shall constitute an acceptance of the other person's work as fit and proper for the reception of Contractor 's Work, except as to defects which may develop in other contractor's work after the execution of Contractor 's.

28.3. Contractor shall conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to create no interference or impact on any other contractor on the site. Should such interference or impact occur, Contractor shall be liable to the affected contractor for the cost of such interference or impact.

28.4. To insure the proper execution of subsequent work, Contractor shall inspect the work already in place and shall at once report to Consultant any discrepancy between the executed work and the requirements of the Contract Documents.

29. Use of Completed Portions:

29.1. City shall have the right at its sole option to take possession of and use any completed or partially completed portions of the Project. Such possession and use shall not be deemed an acceptance of any of the Work not completed in accordance with the Contract Documents. If such possession and use increases the cost of or delays the Work, Contractor shall be entitled to reasonable extra compensation, or reasonable extension of time or both, as recommended by Consultant and approved by City.

29.2. In the event City takes possession of any completed or partially completed portions of the Project, the following shall occur:

- 29.2.1. City shall give notice to Contractor in writing at least thirty (30) calendar days prior to City's intended occupancy of a designated area.
- 29.2.2. Contractor shall complete to the point of Substantial Completion the designated area and request inspection and issuance of a Certificate of Substantial Completion in the form attached hereto as 00925 from Consultant.
- 29.2.3. Upon Consultant's issuance of a Certificate of Substantial Completion, City will assume full responsibility for maintenance, utilities, subsequent damages of City and public, adjustment of insurance coverage's and start of warranty for the occupied area.
- 29.2.4. Contractor shall complete all items noted on the Certificate of Substantial Completion within the time specified by Consultant on the Certificate of Substantial Completion, as soon as possible and request final inspection and final acceptance of the portion of the Work occupied. Upon completion of final inspection and receipt of an application for final payment, Consultant shall issue a Final Certificate of Payment relative to the occupied area.
- 29.2.5. If City finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed upon by City and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. Insurance on the unoccupied or unused portion or portions shall not be canceled or lapsed on account of such partial occupancy or use. Consent of Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

30. Lands for Work:

- 30.1. City shall provide, as may be indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto and such other lands as are designated by City or the use of Contractor .
- 30.2. Contractor shall provide, at Contractor 's own expense and without liability to City, any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials. Contractor shall furnish to City copies of written permission obtained by Contractor from the owners of such facilities.

31. Legal Restrictions and Traffic Provisions:

Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of work and Contractor 's general operations. Contractor shall conduct its operations so as not to close any thoroughfare, nor interfere

in any way with traffic on railway, highways, or water, without the prior written consent of the proper authorities.

32. Location and Damage to Existing Facilities, Equipment or Utilities:

- 32.1. As far as possible, all existing utility lines in the Project area have been shown on the plans. However, City does not guarantee that all lines are shown, or that the ones indicated are in their true location. It shall be the Contractor's responsibility to identify and locate all underground and overhead utility lines or equipment affecting or affected by the Project. No additional payment will be made to the Contractor because of discrepancies in actual and plan location of utilities, and damages suffered as a result thereof.
- 32.2. The Contractor shall notify each utility company involved at least ten (10) days prior to the start of construction to arrange for positive underground location, relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. Relocation of water mains or other utilities for the convenience of the Contractor shall be paid by the Contractor. All charges by utility companies for temporary support of its utilities shall be paid for by the Contractor. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. No additional payment will be made to the Contractor for utility relocations, whether or not said relocation is necessary to avoid conflict with other lines.
- 32.3. The Contractor shall schedule the work in such a manner that the work is not delayed by the utility providers relocating or supporting their utilities. The Contractor shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. No compensation will be paid to the Contractor for any loss of time or delay.
- 32.4. All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. All damage to such structures is to be completely repaired within a reasonable time; needless delay will not be tolerated. The City reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of the Contractor. All such repairs made by the Contractor are to be made to the satisfaction of the utility owner. All damaged utilities must be replaced or fully repaired. All repairs are to be inspected by the utility owner prior to backfilling.

33. Value Engineering:

Contractor may request substitution of materials, articles, pieces of equipment or any changes that reduce the Contract Price by making such request to Consultant in writing. Consultant will be the sole judge of acceptability, and no substitute will be ordered, installed, used or initiated without Consultant's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. However, any substitution accepted by Consultant shall not result in any increase in the Contract Price or Contract Time. By making a request for substitution, Contractor agrees to pay directly to Consultant all Consultant's fees and charges related to Consultant's review of the request for substitution, whether or not the request for substitution is accepted by

Consultant. Any substitution submitted by Contractor must meet the form, fit, function and life cycle criteria of the item proposed to be replaced and there must be a net dollar savings including Consultant review fees and charges. If a substitution is approved, the net dollar savings shall be shared equally between Contractor and City and shall be processed as a deductive Change Order. City may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute approved after award of the Contract.

34. Continuing the Work:

Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with City, including disputes or disagreements concerning a request for a Change Order, a request for a change in the Contract Price or Contract Time. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.

35. Changes in the Work or Terms of Contract Documents:

35.1. Without invalidating the Contract and without notice to any surety City reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. Any extra or additional work within the scope of this Project must be accomplished by means of appropriate Field Orders and Supplemental Instructions or Change Orders.

35.2. Any changes to the terms of the Contract Documents must be contained in a written document, executed by the parties hereto, with the same formality and of equal dignity prior to the initiation of any work reflecting such change. This section shall not prohibit the issuance of Change Orders executed only by City as hereinafter provided.

36. Field Orders and Supplemental Instructions:

36.1. The Contract Administrator, through Consultant, shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the Contract Documents and ordering minor changes in Work execution, providing the Field Order involves no change in the Contract Price or the Contract Time.

36.2. Consultant shall have the right to approve and issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning the Contract Documents or its performance, provided such Supplemental Instructions involve no change in the Contract Price or the Contract Time.

37. Change Orders:

37.1. Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders or Supplemental Instructions, including all changes resulting in changes in the Contract Price, or the Contract

Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the City.

- 37.2. All changes to construction contracts must be approved in advance in accordance with the value of the Change Order or the calculated value of the time extension. All Change Orders with a value of \$25,000 or more shall be approved in advance by the Mayor and City Commission. All Change Orders with a value of less than \$25,000 shall be approved in advance by the City Manager or his designee.
- 37.3. In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, City reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed work; or submit the matter in dispute to Consultant as set forth in Article 12 hereof. During the pendency of the dispute, and upon receipt of a Change Order approved by City, Contractor shall promptly proceed with the change in the Work involved and advise the Consultant and Contract Administrator in writing within seven (7) calendar days of Contractor 's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.
- 37.4. On approval of any Contract change increasing the Contract Price, Contractor shall ensure that the performance bond and payment bond are increased so that each reflects the total Contract Price as increased.
- 37.5. Under circumstances determined necessary by City, Change Orders may be issued unilaterally by City.
- 38. Value of Change Order Work:
 - 38.1. The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
 - 38.1.1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of items involved, subject to the provisions of Section 38.7.
 - 38.1.2. By mutual acceptance of a lump sum which Contractor and City acknowledge contains a component for overhead and profit.
 - 38.1.3. On the basis of the "cost of work," determined as provided in Sections 38.2 and 38.3, plus a Contractor 's fee for overhead and profit which is determined as provided in Section 38.4.
 - 38.2. The term "cost of work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by City, such

costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Section 38.3.

- 38.2.1. Payroll costs for employees in the direct employ of Contractor in the performance of the work described in the Change Order under schedules of job classifications agreed upon by City and Contractor . Payroll costs for employees not employed full time on the work covered by the Change Order shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized by City.
- 38.2.2. Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless City deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to City. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to City and Contractor shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by City with the advice of Consultant and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the work.
- 38.2.3. Payments made by Contractor to Subcontractors for work performed by Subcontractors. If required by City, Contractor shall obtain competitive bids from Subcontractors acceptable to Contractor and shall deliver such bids to City who will then determine, with the advice of Consultant, which bids will be accepted. If the Subcontract provides that the Subcontractor is to be paid on the basis of cost of the work plus a fee, the Subcontractor's cost of the work shall be determined in the same manner as Contractor 'S cost of the work. All Subcontractors shall be subject to the other provisions of the Contract Documents insofar as applicable.
- 38.2.4. Cost of special consultants, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services

specifically related to the performance of the work described in the Change Order.

38.2.5. Supplemental costs including the following:

- 38.2.5.1. The proportion of necessary transportation, travel and subsistence expenses of Contractor 's employees incurred in discharge of duties connected with the work except for local travel to and from the site of the work.
- 38.2.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the work, and cost less market value of such items used but not consumed which remains the property of Contractor .
- 38.2.5.3. Sales, use, or similar taxes related to the work, and for which Contractor is liable, imposed by any governmental authority.
- 38.2.5.4. Deposits lost for causes other than Contractor 's negligence; royalty payments and fees for permits and licenses.
- 38.2.5.5. The cost of utilities, fuel and sanitary facilities at the site.
- 38.2.5.6. Receipted minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the work.
- 38.2.5.7. Cost of premiums for additional bonds and insurance required because of changes in the work.

38.3. The term "cost of the work" shall not include any of the following:

- 38.3.1. Payroll costs and other compensation of Contractor 's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in its principal or a branch office for general administration of the work and not specifically included in the agreed-upon schedule of job classifications referred to in Section 38.2.1., all of which are to be considered administrative costs covered by Contractor 's fee.

- 38.3.2. Expenses of Contractor 's principal and branch offices other than Contractor 's office at the site.
 - 38.3.3. Any part of Contractor 's capital expenses, including interest on Contractor 's capital employed for the work and charges against Contractor for delinquent payments.
 - 38.3.4. Cost of premiums for all Bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same, except for additional bonds and insurance required because of changes in the work.
 - 38.3.5. Costs due to the negligence or neglect of Contractor, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.
 - 38.3.6. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in Section 38.2.
- 38.4. Contractor's fee allowed to Contractor for overhead and profit shall be determined as follows:
- 38.4.1. A mutually acceptable fixed fee or if none can be agreed upon,
 - 38.4.2. A fee based on the following percentages of the various portions of the cost of the work:
 - 38.4.2.1. For costs incurred under Sections 38.2.1 and 38.2.2, Contractor 's fee shall not exceed ten percent (10%).
 - 38.4.2.2. For costs incurred under Section 38.2.3, Contractor 's fee shall not exceed seven and one half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%); and
 - 38.4.2.3. No fee shall be payable on the basis of costs itemized under Sections 38.2.4 and 38.2.5, (except Section 38.2.5.3), and Section 38.3.
- 38.5. The amount of credit to be allowed by Contractor to City for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any, however, Contractor shall not be entitled to claim lost profits for any Work not performed.

- 38.6. Whenever the cost of any work is to be determined pursuant to Sections 38.2 and 38.3, Contractor will submit in a form acceptable to Consultant an itemized cost breakdown together with the supporting data.
- 38.7. Where the quantity of any item of the Work that is covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such work indicated in the Contract Documents, an appropriate Change Order shall be issued to adjust the unit price, if warranted.
- 38.8. Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, Contractor shall submit an initial cost estimate acceptable to Consultant and Contract Administrator.
- 38.8.1. Breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost.
- 38.8.2. Whenever a change involves Contractor and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for Contractor and each Subcontractor shall be itemized separately.
- 38.9. Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "cost of the work."
39. Notification and Claim for Change of Contract Time or Contract Price:
- 39.1. Any claim for a change in the Contract Time or Contract Price shall be made by written notice by Contractor to the Contract Administrator and to Consultant within five (5) calendar days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless Consultant allows an additional period of time to ascertain more accurate data in support of the claim and such notice shall be accompanied by Contractor's written notarized statement that the adjustment claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims for changes in the Contract Time or Contract Price shall be determined by Consultant in accordance with Article 12 hereof, if City and Contractor cannot otherwise agree. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**
- 39.2. The Contract Time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made therefor as provided in Section 39.1. Such delays shall include, but not be limited to, acts or neglect by any separate

contractor employed by City, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

40. No Damages for Delay:

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against City by reason of any delays except as provided herein. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith or active interference on the part of City or its Consultant. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

41. Excusable Delay; Compensable; Non-Compensable:

41.1 Excusable Delay. Delay which extends the completion of the Work and which is caused by circumstances beyond the control of Contractor or its subcontractors, suppliers or vendors is Excusable Delay.

Contractor is entitled to a time extension of the Contract Time for each day the Work is delayed due to Excusable Delay. Contractor shall document its claim for any time extension as provided in Article 39 hereof.

Failure of Contractor to comply with Article 39 hereof as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

Excusable Delay may be compensable or non-compensable:

(a) Compensable Excusable Delay. Excusable Delay is compensable when (i) the delay extends the Contract Time, (ii) is caused by circumstances beyond the control of the Contractor or its subcontractors, suppliers or vendors, and (iii) is caused solely by fraud, bad faith or active interference on the part of City or its agents. In no event shall Contractor be compensated for interim delays which do not extend the Contract Time.

Contractor shall be entitled to direct and indirect costs for Compensable Excusable Delay. Direct costs recoverable by Contractor shall be limited to the actual additional costs allowed pursuant to Article 38 hereof.

City and Contractor recognize and agree that the amount of Contractor's precise actual indirect costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of the Contract Documents, and that proof of the precise amount will be difficult. Therefore,

indirect costs recoverable by the Contractor shall be liquidated on a daily basis for each day the Contract Time is delayed due to a Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate Contractor for all indirect costs caused by a Compensable Excusable Delay and shall include, but not be limited to, all profit on indirect costs, home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs incurred by Contractor. The amount of liquidated indirect costs recoverable shall be four hundred dollars **(\$400)** per day for each calendar day the Contract is delayed due to a Compensable Excusable Delay.

- (b) Non-Compensable Excusable Delay. When Excusable Delay is (i) caused by circumstances beyond the control of Contractor, its subcontractors, suppliers and vendors, and is also caused by circumstances beyond the control of the City or Consultant, or (ii) is caused jointly or concurrently by Contractor or its subcontractors, suppliers or vendors and by the City or Consultant, then Contractor shall be entitled only to a time extension and no further compensation for the delay.

42. Substantial Completion:

When Contractor considers that the Work, or a portion thereof designated by City pursuant to Article 29 hereof, has reached Substantial Completion, Contractor shall so notify City and Consultant in writing. Consultant and City shall then promptly inspect the Work. When Consultant, on the basis of such an inspection, determines that the Work or designated portion thereof is substantially complete, it will then prepare a Certificate of Substantial Completion in the form attached hereto as Form 00925 which shall establish the Date of Substantial Completion; shall state the responsibilities of City and Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance; and shall list all Work yet to be completed to satisfy the requirements of the Contract Documents for Final Completion. The failure to include any items of corrective work on such list does not alter the responsibility of Contractor to complete all of the Work in accordance with the Contract Documents. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to City through the Contract Administrator and Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

43. No Interest:

Any monies not paid by City when claimed to be due to Contractor under this Agreement, including, but not limited to, any and all claims for contract damages of any type, shall not be subject to interest including, but not limited to prejudgment interest. However, the provisions of City's prompt payment ordinance, as such relates to timeliness of payment, and the provisions of Section 218.74(4), Florida Statutes (1989) as such relates to the payment of interest, shall apply to valid and proper invoices.

44. Shop Drawings:

- 44.1. Contractor shall submit Shop Drawings as required by the Technical Specifications. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Contract Documents.
- 44.2. Within thirty (30) calendar days after the Project Initiation Date specified in the Notice to Proceed, Contractor shall submit to Consultant a complete list of preliminary data on items for which Shop Drawings are to be submitted and shall identify the critical items. Approval of this list by Consultant shall in no way relieve Contractor from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Contract Documents. This procedure is required in order to expedite final approval of Shop Drawings.
- 44.3. After the approval of the list of items required in Section 44.2 above, Contractor shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers. Contractor shall include all shop drawings and other submittals in its certification.
- 44.4. Contractor shall thoroughly review and check the Shop Drawings and each and every copy shall show this approval thereon.
- 44.5. If the Shop Drawings show or indicate departures from the Contract requirements, Contractor shall make specific mention thereof in its letter of transmittal. Failure to point out such departures shall not relieve Contractor from its responsibility to comply with the Contract Documents.
- 44.6. Consultant shall review and approve Shop Drawings within twenty-one (21) calendar days from the date received, unless said Drawings are rejected by Consultant for material reasons. Consultant's approval of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the Contract Documents and not indicated on the Drawings. No work called for by Shop Drawings shall be performed until the said Drawings have been approved by Consultant. Approval shall not relieve Contractor from responsibility for errors or omissions of any sort on the Shop Drawings.
- 44.7. No approval will be given to partial submittals of Shop Drawings for items which interconnect and/or are interdependent where necessary to properly evaluate the design. It is Contractor's responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to Consultant along with its comments as to compliance, noncompliance, or features requiring special attention.
- 44.8. If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink.

- 44.9. Contractor shall submit the number of copies required by Consultant. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.
- 44.10. Contractor shall keep one set of Shop Drawings marked with Consultant's approval at the job site at all times.
45. Field Layout of the Work and Record Drawings:
- 45.1. The entire responsibility for establishing and maintaining line and grade in the field lies with Contractor. Contractor shall maintain an accurate and precise record of the location and elevation of all pipe lines, conduits, structures, maintenance access structures, handholes, fittings and the like and shall prepare record or "as-built" drawings of the same which are sealed by a Professional Surveyor. Contractor shall deliver these records in good order to Consultant as the Work is completed. The cost of all such field layout and recording work is included in the prices bid for the appropriate items. All record drawings shall be made on reproducible paper and shall be delivered to Consultant prior to, and as a condition of, final payment.
- 45.2. Contractor shall maintain in a safe place at the Project site one record copy of all Drawings, Plans, Specifications, Addenda, written amendments, Change Orders, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings shall be available at all times to Consultant for reference. Upon Final Completion of the Project and prior to Final Payment, these record documents, samples and Shop Drawings shall be delivered to the Contract Administrator.
- 45.3. Prior to, and as a condition precedent to Final Payment, Contractor shall submit to City, Contractor's record drawings or as-built drawings acceptable to Consultant.
46. Safety and Protection:
- 46.1. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 46.1.1. All employees on the work site and other persons who may be affected thereby;
- 46.1.2. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and
- 46.1.3. Other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities

not designated for removal, relocation or replacement in the course of construction.

- 46.2. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and utilities when prosecution of the work may affect them. All damage, injury or loss to any property referred to in Sections 46.1.2 and 46.1.3 above, caused directly or indirectly, in whole or in part, by Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the Work is completed and Consultant has issued a notice to City and Contractor that the Work is acceptable except as otherwise provided in Article 29 hereof.
- 46.3. Contractor shall designate a responsible member of its organization at the Work site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to City.

[X] 47. Final Bill of Materials:

Contractor shall be required to submit to City and Consultant a final bill of materials with unit costs for each bid item for supply of materials in place. This shall be an itemized list of all materials with a unit cost for each material and the total shall agree with unit costs established for each Contract item. A Final Certificate for Payment cannot be issued by Consultant until Contractor submits the final bill of materials and Consultant verifies the accuracy of the units of Work.

48. Payment by City for Tests:

Except when otherwise specified in the Contract Documents, the expense of all tests requested by Consultant shall be borne by City and performed by a testing firm chosen by Consultant. For road construction projects the procedure for making tests required by Consultant will be in conformance with the most recent edition of the State of Florida, Department of Transportation Standard Specifications for Road and Bridge Construction. The cost of any required test which Contractor fails shall be paid for by Contractor.

49. Project Sign:

Any requirements for a project sign shall be as set forth within the Technical Specifications section.

50. Hurricane Precautions:

- 50.1. During such periods of time as are designated by the United States Weather Bureau as being a hurricane warning or alert, the Contractor, at no cost to the City, shall take all precautions necessary to secure the Project site in response

to all threatened storm events, regardless of whether the City or Consultant has given notice of same.

- 50.2. Compliance with any specific hurricane warning or alert precautions will not constitute additional work.
- 50.3. Additional work relating to hurricane warning or alert at the Project site will be addressed by a Change Order in accordance with Section 37, General Conditions.
- 50.4. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the City has directed such suspension, will entitle the Contractor to additional Contract Time as noncompensable, excusable delay, and shall not give rise to a claim for compensable delay.

51. Cleaning Up; City's Right to Clean Up:

Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Project, Contractor shall remove all its waste materials and rubbish from and about the Project as well as its tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up during the prosecution of the Work or at the completion of the Work, City may do so and the cost thereof shall be charged to Contractor. If a dispute arises between Contractor and separate contractors as to their responsibility for cleaning up, City may clean up and charge the cost thereof to the contractors responsible therefore as Consultant shall determine to be just.

52. Removal of Equipment:

In case of termination of this Contract before completion for any cause whatever, Contractor, if notified to do so by City, shall promptly remove any part or all of Contractor's equipment and supplies from the property of City, failing which City shall have the right to remove such equipment and supplies at the expense of Contractor.

53. Nondiscrimination, Equal Employment Opportunity, and Americans with Disabilities Act:

Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by City, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Contractor shall not engage in or commit any discriminatory practice in violation of City of Miami Beach Ordinance No 92.2824 in performing any services pursuant to this Agreement.

54. Project Records:

City shall have the right to inspect and copy, at City's expense, the books and records and accounts of Contractor which relate in any way to the Project, and to any claim for additional compensation made by Contractor, and to conduct an audit of the financial and accounting records of Contractor which relate to the Project and to any claim for additional compensation made by Contractor. Contractor shall retain and make available to City all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of three (3) years following Final Completion of the Project. During the Project and the three (3) year period following Final Completion of the Project, Contractor shall provide City access to its books and records upon seventy-two (72) hours written notice.

00900. SUPPLEMENTARY SPECIFICATIONS

(Not Applicable)

00920. ADDITIONAL ARTICLES:

[] 1. Prevailing Wage Rate Ordinance.

This Project is not federally funded. City of Miami Beach Ordinance No, 94-2960 provides that in all non-federally funded construction contracts in excess of one million dollars to which the City of Miami Beach is a party, the rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by any contractor or subcontractor on the work covered by the contract, shall not be less than the prevailing rate of wages and fringe benefit payments or cash equivalence for similar skills or classifications of work, as established by the Federal Register, in the City of Miami Beach, Florida. The provisions of this Ordinance **shall not** apply to the following projects:

- a. water, except water treatment facilities and lift stations;
- b. sewer, except sewage treatment facilities and lift stations;
- c. storm drainage;
- d. road construction, except bridges or structures requiring pilings;
and
- e. beautification projects, which may include resurfacing new curbs, gutters, pavers, sidewalks, landscaping, new lighting, bus shelters, bus benches and signage.

[*NOTE: INSERT IF APPLICABLE]

[] 2. Federal Grant Projects: (N/A)

- 2.1. By virtue of the fact that the funding of this Project will be delivered in full or in part from the United States government through _____, federal assurances must follow the grant application in addition to any and all supervening assurances set forth in Rules and Regulations published in Federal Register or CFR.
- 2.2. Clauses, terms or conditions required by federal grantor agency are hereby attached and made a part of this Project Manual.

Contract No. _____ No. _____
Project Title _____

Dated _____, 20____

By: _____
(Contractor)

By: _____
(Signature)

By: _____
(Print Name and Title)

CITYOF MIAMI BEACH
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00925. CERTIFICATE OF SUBSTANTIAL COMPLETION:

PROJECT:
(name, address)

Consultant:

BID/CONTRACT NUMBER:

TO (City):

Contractor :

CONTRACT FOR:

NOTICE TO PROCEED DATE:

DATE OF ISSUANCE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found to be substantially complete and all documents required to be submitted by Contractor under the Contract Documents have been received and accepted. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or portion thereof designated by City is the date certified by Consultant when all conditions and requirements of permits and regulatory agencies have been satisfied and the Work, is sufficiently complete in accordance with the Contract Documents, so the Project is available for beneficial occupancy by City. A Certificate of Occupancy must be issued for Substantial Completion to be achieved, however, the issuance of a Certificate of Occupancy or the date thereof are not to be determinative of the achievement or date of Substantial Completion.

A list of items to be completed or corrected, prepared by Consultant and approved by City, is attached hereto. The failure to include any items on such list does not alter the responsibility of Contractor to complete all work in accordance with the Contract

Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed in writing.

Consultant BY _____ DATE _____

In accordance with Section 2.2 of the Contract, Contractor will complete or correct the work on the list of items attached hereto within _____ from the above Date of Substantial Completion.

Consultant BY _____ DATE _____

City, through the Contract Administrator, accepts the Work or portion thereof designated by City as substantially complete and will assume full possession thereof at _____ (time) on _____ (date).

City of Miami Beach, Florida _____
By Contract Administrator Date _____

The responsibilities of City and Contractor for security, maintenance, heat, utilities, damage to the work and insurance shall be as follows:

00926. FINAL CERTIFICATE OF PAYMENT:

PROJECT:
(name, address)

Consultant:

BID/CONTRACT NUMBER:

TO (City):

Contractor :

CONTRACT FOR:

NOTICE TO PROCEED DATE:

DATE OF ISSUANCE:

All conditions or requirements of any permits or regulatory agencies have been satisfied. The documents required by Section 5.2 of the Contract, and the final bill of materials, if required, have been received and accepted. The Work required by the Contract Documents has been reviewed and the undersigned certifies that the Work, including minor corrective work, has been completed in accordance with the provision of the Contract Documents and is accepted under the terms and conditions thereof.

Consultant BY _____ DATE _____

City, through the Contract Administrator, accepts the work as fully complete and will assume full possession thereof at _____

(date). (time)

City of Miami Beach, Florida

By Contract Administrator Date

00930. FORM OF FINAL RECEIPT:

[The following form will be used to show receipt of final payment for this Contract.]

FINAL RECEIPT FOR CONTRACT NO. _____

Received this _____ day of _____, 20____, from City of
Miami Beach, Florida, the sum of _____ Dollars
(\$_____) as full and final payment to Contractor for all work and materials for the
Project described as:

This sum includes full and final payment for all extra work and material and all incidentals.

Contractor hereby indemnifies and releases City from all liens and claims whatsoever
arising out of the Contract and Project.

Contractor hereby certifies that all persons doing work upon or furnishing materials or
supplies for the Project have been paid in full. In lieu of this certification regarding payment for
work, materials and supplies, Contractor may submit a consent of surety to final payment in a
form satisfactory to City.

Contractor further certifies that all taxes imposed by Chapter 212, Florida Statutes
(Sales and Use Tax Act), as amended, have been paid and discharged.

[If incorporated sign below.]

Contractor

ATTEST:

(Name of Corporation)

(Secretary)

By:

(Signature)

(Corporate Seal)

(Print Name and Title)

____ day of _____, 20____

[If not incorporated sign below.]

WITNESSES:

By:

Contractor

(Name of Firm)

(Signature)

(Print Name and Title)

____ day of _____, 20____.

[X] 00950. PLANS AND SPECIFICATIONS

The Plans and Specifications for Construction Improvements for the City of Normandy Shores Golf Course Clubhouse Facility have been prepared by:

Architektnics, Inc.
7450 S.W. 48th Street
Miami, Florida 33155
Phone: 305-661-5392
Fax: 305-661-5832

[X] 00950. DRAWINGS INDEX:

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C – 2	C.H. Site Plan
C – 3	C.H. Paving, Grading, and Drainage Plan
C – 4	C.H. Water and Sewer Plan
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L – 1	Landscape Plan
L – 2	Landscape Notes and Details
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IR – 2	Irrigation Notes and Details

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S – 4	Sections and Details
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FS – 1.2	Plumbing Plan and Schedule
FS – 1.3	Electrical Plan and Schedule
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FS – 1.5	Refrigeration Plan and Schedule
FS – 1.6	Exhaust Ventilator Plan
FS – 1.7	Fire Suppression System Plan

Plans and specifications for this project are available and can be purchased for \$20.00 at The City of Miami Beach Procurement Division; 1700 Convention Center Drive, 3rd Floor, Miami Beach, Florida, 33139, Call 305.673.7000 ext. 6230 or E-mail theocarrasco@miamibeachfl.gov to secure your copy of the plans and specifications for this bid.

01000. ADDENDA AND MODIFICATIONS:

All addenda and other modifications made prior to the time and date of bid opening shall be issued as separate documents identified as Addendums to the Contract Documents. (Please see page 17.)

02000. TECHNICAL SPECIFICATIONS:

BID NO. 09-08/09

**FOR CONSTRUCTION IMPROVEMENTS FOR THE CITY OF NORMANDY SHORES GOLF
COURSE CLUB HOUSE FACILITY**

SPECIFICATIONS

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00850	List of Drawings
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Division 1 – General Requirements:

01011	Summary of the Work
01025	Schedule of Values
01043	Mechanical and Electrical Coordination
01050	Field Engineering
01200	Project Meetings
01312	Construction Schedule Critical Path Method (CPM)
01340	Shop Drawings, Product Data and Samples
01510	Temporary Utilities
01520	Construction Aids
01530	Barriers
01590	Field Offices and Sheds
01600	Materials and Equipment
01700	Contract Closeout
01730	Operating and Maintenance Data
01740	Warranties

Division 2 – Site Work:

02011	Soil Investigation Data
02072	Removals
02200	Earthwork
02221	Excavating, Backfilling and Compaction for Utilities
02280	Soil Treatment
02511	Asphaltic Concrete Paving
02529	Concrete Sidewalks, Straight Curbs, Curbs, Gutters, and Wheelstops
02580	Pavement Marking

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02660	Water Systems
02720	Storm Drainage System
02731	Sanitary Sewer System
02810	Irrigation System
02840	Signage
02900	Landscaping
02931	Tree and plan Protection
02935	Sodding

Division 3 – Concrete:

03100	Concrete Formwork
03200	Concrete Reinforcement
03301	Cast-In-Place Concrete
03312	Concrete Testing
03600	Grout

Division 4 – Masonry:

04230	Reinforced Unit Masonry
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Division 5 – Metals:

05400	Light Gage Metal Framing
05500	Metal Fabricating
05520	Metal Handrails

Division 6 – Wood and Plastics:

06100	Carpentry
06190	Wood Trusses
06300	Wood Treatment
06400	Architectural Woodwork

Division 7 – Thermal and Moisture Protection:

07190	Vapor/Radon Barrier
07210	Building Insulation
07270	Firestopping and Fire and Smoke Barrier Calking
07324	Concrete Tile Roofing
07525	SBS Modified Bitumen Mineral Surfaced Roofing
07600	Flashing and Sheet Metal
07900	Joint Sealers

Division 8 – Doors and Windows:

08110	Steel Doors and Frames
08210	Wood Doors
08305	Access Panels
08331	Overhead Coiling Doors

08520	Aluminum Windows
08710	Finish Hardware
08800	Glass and Glazing

Division 9 – Finishes:

09200	Metal Studs, Lath, Suspension Ceiling, Plaster, and Stucco
09250	Gypsum Wallboard
09310	Ceramic Tile
09510	Acoustical Ceilings
09660	Resilient Tile
09682	Carpet
09730	Epoxy Resin Flooring
09901	Painting
09905	Epoxy Resin Wall Finish

Division 10 – Specialties:

10170	Solid Toilet Partitions
10350	Flagpoles
10400	Identifying Devices
10522	Fire Extinguishers
10800	Toilet Room Accessories

Division 11 – Equipment:

11400	Foodservice Equipment
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Division 12 – Furnishings:

NOT USED

Division 13 – Special Construction:

NOT USED

Division 14 – Conveying Systems:

NOT USED

Division 15 – Mechanical:

15000	Basic Mechanical Requirements
15010	General Provisions
15023	Codes and Standards
15073	Minor Mechanical Demolition
15140	Supports, Bases, and Anchors
15170	Motors
15190	Mechanical Identification
15242	Vibration Isolation

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15260	Piping Insulation
15371	Kitchen Hood and Duct Fire Suppression System
15412	Solid and Waste Systems
15420	Plumbing Piping
15430	Plumbing Specialties
15440	Plumbing Fixtures and Accessories
15450	Plumbing Equipment
15510	Piping (HVAC)
15535	Refrigeration Piping and Specialties
15671	Air Cooled Air Conditioning Condensing Units
15817	Electric Resistance Duct Heaters
15821	Fans
15855	Air Handling Units
15870	Power Ventilators
15885	Air Filters
15890	Ductwork
15895	Ductwork Accessories
15936	Grilles, Registers, Diffusers
15990	Start-up Requirements for Heating, Ventilating, and Air Conditioning (HVAC) Systems
15991	Testing, Adjusting, and Balancing (TAB) of Heating, Ventilating, and Air Conditioning (HVAC) Systems
15992	Test-Piping Systems

Division 16 – Electrical:

16010	Basic Electrical Requirements
16020	Work Included
16025	Codes, Fees, and Standards
16050	Basic Materials and Methods
16111	Conduit
16123	Building Wire and Cable
16130	Boxes
16141	Wiring Devices
16180	Equipment Wiring Systems
16190	Supporting Devices
16195	Electrical Identification
16440	Disconnect Switches
16450	Grounding
16470	Panelboards
16476	Enclosed Circuit Breakers
16510	Interior Luminaries

04000. ACKNOWLEDGEMENT OF ADDENDA

**Invitation for Bid No. 09-08/09
FOR CONSTRUCTION IMPROVEMENTS FOR THE CITY OF NORMANDY SHORES GOLF
COURSE CLUB HOUSE FACILITY**

Directions: Complete Part I or Part II, whichever applies.

Part I: Listed below are the dates of issue for each Addendum received in connection with this Bid:

Addendum No. 1, Dated _____

Addendum No. 2, Dated _____

Addendum No. 3, Dated _____

Addendum No. 4, Dated _____

Addendum No. 5, Dated _____

Part II: _____ No addendum was received in connection with this Bid.

Verified with Procurement staff

Name of Staff Date

Bidders- Name Date

Signature

05000. CUSTOMER REFERENCE LISTING

General Contractor (and/or Sub-Contractors) shall furnish the names, addresses, telephone, fax numbers and e-mail addresses of a minimum of 8 references of a minimum of four (4) separate completed projects.

- 1) Company Name _____
 Address _____
 Contact Person/**Contract Amount** _____
 Telephone: _____ Fax: _____
 E-mail: _____

- 2) Company Name _____
 Address _____
 Contact Person/**Contract Amount** _____
 Telephone: _____ Fax: _____
 E-mail: _____

- 3) Company Name _____
 Address _____
 Contact Person/**Contract Amount** _____
 Telephone: _____ Fax: _____
 E-mail: _____

- 4) Company Name _____
 Address _____
 Contact Person/**Contract Amount** _____
 Telephone: _____ Fax: _____
 E-mail: _____

5) Company Name _____
 Address _____
 Contact Person/**Contract Amount** _____
 Telephone: _____ Fax: _____
 E-mail: _____

6) Company Name _____
 Address _____
 Contact Person/**Contract Amount** _____
 Telephone: _____ Fax: _____
 E-mail: _____

7) Company Name _____
 Address _____
 Contact Person/**Contract Amount** _____
 Telephone: _____ Fax: _____
 E-mail: _____

8) Company Name _____
 Address _____
 Contact Person/**Contract Amount** _____
 Telephone : _____ Fax: _____
 E-mail: _____

06000. SUB-CONTRACTOR LISTING INFORMATION

**BID NO. 09-08/09
FOR CONSTRUCTION IMPROVEMENTS FOR THE CITY OF NORMANDY SHORES GOLF
COURSE CLUB HOUSE FACILITY**

SUB-CONTRACTORS PROVIDING SERVICES TO THIS PROJECT

<u>Name of Subcontractor</u> <u>(Telephone and fax no.)</u>	<u>Work to be completed</u>	<u>% of Work to be performed</u>
Name: _____ Tel: _____ Fax: _____		
Name: _____ Tel: _____ Fax: _____		
Name: _____ Tel: _____ Fax: _____		
Name: _____ Tel: _____ Fax: _____		
Name: _____ Tel: _____ Fax: _____		
Name: _____ Tel: _____ Fax: _____		
Name: _____ Tel: _____ Fax: _____		

(Attach additional forms if necessary)